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The Solicitors' Journal and Reporter.

LONDON, APRIL 6, 1901.

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Contents.

CURRENT TOPICS 389
WARRANTY AS TO DRAINAGE UPON THE LETTING OF A HOUSE 392
REVIEWS 393
NEW ORDERS, &c. 396
LAW SOCIETIES 396
LEGAL NEWS 396
WINDING UP NOTICES 397
CREDITORS' NOTICES 397
BANKRUPTCY NOTICES 398

Cases Reported this Week.

In the Solicitors' Journal.

"Deerhound," The 395
Edmondson v. Edmondson and Others 395
London and County Banking Co. v. Nixon 394
Ludbrook v. Ludbrook 393
Manchester Ship Canal Co. v. Manchester Racecourse Co. 394

In the Weekly Reporter.

Brutton & Burney (Limited), In re. In re New Cross Brewery (Limited).. 380
Jacobs v. Morris & Morris 385
Llanbadarnfawr School Board v. Official Trustees of Charitable Funds 383
Parsons v. New Zealand Shipping Co. 355
Sion College (Appellants) v. Mayor, &c., of London (Respondents) 381
Solomon v. Mutliner and The Motor Carriage Supply Co. (Limited) 384

CURRENT TOPICS.

MR. HENRY TINDAL ATKINSON, barrister-at-law, has been appointed Judge of County Courts (Circuit No. 38) in place of Judge PATERSON, resigned. Mr. ATKINSON was called to the bar in 1865, and has practised on the South-Eastern Circuit.

MR. JUSTICE BUCKLEY took occasion, on Saturday last, to give the following warning: There is, he said, a statement at the foot of the Sittings Paper that, with respect to short causes, the necessary papers, including minutes of the proposed judgment or order, must be left with the judge's clerk one clear day before the cause is to be put into the paper. I have eight short causes in the paper to-day, and I think in only one case has that rule been complied with. I do not propose to take any steps this morning, because sufficient notice has not been given; but I want solicitors to understand that that rule must be complied with. Certainly when I take up this business again I shall see that it is complied with, and I shall mention the matter to Mr. Justice BYRNE. If the rule is not complied with, the causes will be struck out.

A CURIOUS question was raised before Sir FRANCIS JEUNE last week in the case of *The Swift*, an action by an oyster company to recover damages for injury done to their oyster beds by the grounding thereon of the defendant's brigantine. Negligence in the navigation of the vessel was established, and the defence raised was that oysters were *ferae naturae*, and were not recognized as the subject of private property, and that there was no remedy *in rem* for damage done to them by a ship. It was, however, impossible to contend that oysters in an oyster bed are not private property at the present day; section 51 of the Fisheries Act, 1868, expressly declares that such oysters are the absolute property of the owners of private oyster beds if such beds are sufficiently marked out or known. The contention was that in 1861, when the remedy *in rem* was given by the 24 & 25 Vict. c. 10, property in oysters in an oyster bed was unknown, and that that remedy was therefore inapplicable. The President declined to give effect to either part of this contention; authority is not wanting to shew that private property in oysters was recognized before 1861: see *Mayor of Colchester* v. *Brooks* (7 Q. B. 339). And even if this were not established, this right of property is fully recognized by the Fisheries Act, 1868; it seems clear, therefore, that damage to property so recognized may be made the subject of an action under the Act of 1861, although such property may not have been within the scope of that Act at the time when it

was passed. In the future it will be impossible to ascribe any ferocity to the oyster.

Among the conditions of sale which sometimes press hardly upon purchasers is that which gives the vendor the right to rescind, notwithstanding any intermediate negotiation or litigation, if the purchaser insists upon a requisition which he is unable or unwilling to comply with. In such an event the condition provides that the purchaser shall be entitled to a return of the deposit, but without interest, costs, or compensation. This is the wider form, but the condition may be so drawn as to provide for the return of the deposit "without any interest, *costs of investigating the title*, or other compensation or payment whatsoever." This latter form was used in the conditions which were under consideration in *Duddell* v. *Simpson* (15 W. R. 115, L. R. 2 Ch. 102), and the Court of Appeal held that it did not exempt the vendor from liability to pay the costs of litigation up to the date when he gave notice to rescind; but no critical examination was made of the words of the condition, and the grounds of the judgment on this point are not set out. A similar condition has been under consideration in *Re Spindler and Mears' Contract* (*ante*, p. 361) before Farwell, J. There the vendor allowed all the costs of a vendor and purchaser summons to be incurred, and did not give notice to rescind until the day when it was to come on. He contended that he was under no liability in respect of the purchaser's costs. But clearly the hardship upon a purchaser is very great if he is driven to litigation in order to make good a point upon his requisitions, and then, at the last moment, finds his costs thrown away owing to the vendor at length making up his mind to rescind, and Farwell, J., did not find it necessary so to construe the condition. He accepted *Duddell* v. *Simpson* as decisive against the vendor, and he suggested that the express mention of "costs of investigating the title" shewed that the parties had not meant to exempt the vendor also from payment of costs of litigation. On the other hand, the condition had the general words "or other compensation or payment whatsoever," and these might well be supposed, if taken literally, to cover the costs in question. It would be more satisfactory if the principle of *Duddell* v. *Simpson* could be placed upon a broader basis than that suggested, and could be treated as rendering the vendor liable for costs incurred previous to the notice to rescind, in whichever of the two forms referred to above the condition is drawn. A decision in this sense seems to have been given by Byrne, J., in *Isaacs* v. *Towell* (1898, 2 Ch. 285), but there the expense incurred had been slight—only the costs of the writ—and the condition was not discussed. Upon principle, when once the purchaser has *bond fide* commenced proceedings, the vendor should only be allowed to rescind upon terms of paying the costs already incurred.

An interesting decision as to the application of the Real Property Limitation Acts under somewhat singular circumstances has been given by the Court of Appeal in *Ludbrook* v. *Ludbrook* (reported elsewhere). The plaintiff and defendant were sister and brother. Their father died in 1885 entitled to a leasehold house subject to two mortgages. He bequeathed the property upon trusts under which an annuity was given to his widow and the plaintiff in succession for their lives, and, subject to the annuity, in trust for the defendant. The widow occupied the house till July, 1899, when she died, having bequeathed it to the plaintiff. For the purpose of the decision it was assumed that the widow's possession was adverse to the title of the defendant so far as he was beneficially interested under his father's will. The defendant, however, had in 1888 and 1893 respectively taken transfers of the second and first mortgages, and these mortgages had been kept alive to the present time under the Real Property Limitation Act, 1837 (1 Vict. c. 28) by payment of interest. That statute, it is well known, was passed to remove the doubt which had arisen on the Act of 1833 whether the mortgagee was not bound to enter within twenty years even though interest was regularly paid, and it enacted that the mortgagee might recover the land within twenty (now twelve) years after the last payment of interest, though more than the statutory period had elapsed since the first accrual of his right of entry. The plaintiff remained in possession of the house after her mother's death until December, 1899, when the defendant entered and excluded her. She thereupon brought the present action to recover possession, and before Grantham, J., she succeeded. But though the defendant on entering does not appear to have relied upon his title as mortgagee, yet he was clearly entitled to possession under that title, and the Court of Appeal have held that he could thus justify his possession, and the appeal was allowed. An attempt was made on the part of the plaintiff to obtain the benefit of section 20 of the Real Property Limitation Act, 1833, which provides that a bar to a present estate shall, ordinarily, be a bar also to any future estate vested in the same person. But an equity of redemption and a mortgage are simultaneous and not successive estates, and it is difficult to see how the section could have any application. It is singular, however, that no suggestion was made that the plaintiff, though she could not recover possession against the defendant as mortgagee, might nevertheless be entitled to redeem him. His equity of redemption might well have been transferred to her while his title as mortgagee remained. Probably there were circumstances in the case which rendered such a course impracticable.

In the case of *Rex* v. *Hamilton*, heard by the Court for the Consideration of Crown Cases Reserved last Saturday, the prisoner had been ordered by the judge of a county court to furnish an account of moneys he had collected from various subscribers for the benefit of another, and which it was alleged he had misappropriated. The prisoner furnished an account, but by fraudulently inserting against the names of the subscribers less sums than they had in fact subscribed, he tried to conceal this dishonesty. He had therefore forged this document, not in order to defraud any person, but for the purpose of concealing a fraud. The offence, therefore, does not come under any of the statutory provisions with regard to forgery. Forgery at common law, however, is defined by Blackstone as the fraudulent making or alteration of a writing to the prejudice of another man's right. The fabricated account in this case clearly comes within this definition, which has been accepted as correct by the courts in many cases. The prisoner, therefore, was rightly convicted of forgery at common law, and being an old offender, the judge who tried him felt it his duty to pass upon him a severe sentence. He was, however, met with the objection that he had no power to give a sentence of imprisonment with hard labour, and to test the extent of his power, he stated the case recently brought before the court. Now, imprisonment without hard labour is the common law punishment for misdemeanors, and appears to be the only punishment, except a fine, which can be awarded without statutory authority. Hard labour can only be awarded under definite statutory authority. By section 29 of 14 & 15 Vict. c. 100, however, hard labour may be awarded in case of "any cheat or fraud punishable at common law; any conspiracy to cheat or defraud or to extort money or goods," and in other cases mentioned; but there is no mention of forgery. It seems, therefore, that on conviction for forgery at common law a sentence of imprisonment with hard labour cannot be passed, and this was the decision of the court. The judges intimated, however, that the prisoner might very well have been indicted for cheating at common law, and then the judge would have been able to inflict upon him an adequate sentence. In this case no counsel was instructed to appear on either side, and the court availed itself of the services of the counsel who had appeared for the prosecutor at the trial, and who happened to be present. He, as *amicus curiæ*, put some arguments before the court. This is not as it should be. Of course no one can oblige a prisoner to instruct counsel; but it ought to be the duty of the authorities to see that in every case where a judge states a case counsel is properly instructed to appear for the Crown at all events. Every point argued before this court affects the liberty of many persons, for the decision becomes a binding precedent; and it may be assumed that when a judge states a case there is a substantial question to be answered. Under these circumstances it is to the interest of the

public to have the question fully and thoroughly examined, and for this reason we think that counsel should be assigned at the public expense to argue the case for the prisoner when the prisoner is unable or unwilling to instruct counsel on his own behalf. The decision is of far wider importance than the fate of this one individual, and when once given can be altered only by Parliament.

QUESTIONS of the settlement of paupers come seldom before the High Court nowadays compared with the large number of such cases which used to occupy the time of the Queen's Bench judges fifty years ago. A question of this sort of some importance, however, was considered a few days ago by the judges of a Divisional Court in the case of *The Guardians of West Ham Union* v. *The London County Council*. The pauper was born in the parish of West Ham, and had lived in that parish continuously for some seventeen years up to the year 1888, so as to be irremovable therefrom. Since that year she had acquired no settlement, and had become chargeable as a lunatic to the respondents, and the question before the court was whether she was now chargeable to the appellants or to the respondents. The difficulty arose from the fact that in the year 1886 a part of the parish of Wanstead had been added to West Ham by an order of the Local Government Board under the Divided Parishes Act, 1876. Upon this fact the appellants founded their case and denied their liability, relying upon the decision of the Court of Appeal in *The Dorking Union* v. *The St. Saviour's Union* (46 W. R. 309; 1898, 1 Q. B. 594). This was decided in accordance with *Reg.* v. *Inhabitants of Tipton* (3 Q. B. 215), which has been upheld and followed very often by the courts since the year 1842, in which it was heard, though frequently with much reluctance. Both these were cases of an old parish being split up into two or more new parishes, under such circumstances that the old parish was in effect destroyed and disappeared. The rule established by them is, that a settlement in a parish is a settlement in that parish as a whole, and not in a particular part of the parish; and that if a parish, by being divided, ceases to exist as an entire parish, a settlement gained before the division ceases to exist also. This rule will probably not commend itself to most persons as being highly reasonable, but it has become too firmly established now to be moved except by Act of Parliament. The recent case, however, was not one of a parish being divided up into a number of smaller parishes: it was one in which an area was added to an old parish. It was argued, therefore, for the respondents that the case came within *Reg.* v. *St. Martin's, New Sarum* (9 Q. B. 241) rather than within the cases relied on by the other side; and this view prevailed with the court. In the last-mentioned case it was proved that Glastonbury had consisted of two distinct parishes which were united into one. The pauper in question in the case had a settlement in one of these parishes before the union, and the court held that the settlement was in the parish formed of the two parishes united. If this was to be upheld it settled the question under consideration, as was very clearly pointed out by CHANNELL, J. For, admitting that when a settlement is acquired in a parish, and that parish is destroyed, the settlement is destroyed too, we must inquire what sort of destruction has this result. The *New Sarum case* shews that adding one whole parish to another does not have this result. It seems necessarily to follow that adding a part of another does not. Hence the Guardians of West Ham cannot get rid of their liabilities because their parish happens to have been somewhat enlarged. Any other result would have been almost ludicrous. The strange thing is that the rule established in the *Tipton case* should have survived so long. One would have thought that no Act would have been passed relating to the dividing of parishes without a provision for apportioning the liability with regard to paupers amongst the divided parts. It does not seem reasonable that the inhabitants of one locality should be able to shift their burdens on to the inhabitants of some locality in another part of England merely because the first locality has become so populous that the parishes require rearranging.

THE LEGISLATURE by enacting in section 10 of the Judicature Act, 1875, that for certain purposes the rules in bankruptcy shall apply in the administration of insolvent estates and in the winding up of insolvent companies probably did not foresee the series of questions which it was leaving for the courts to answer, or it would have aimed at being more lucid in the language used. The bankruptcy rules, it is said, are to prevail "as to the respective rights of secured and unsecured creditors and as to debts and liabilities provable." Formerly there was a tendency to narrow the operation of this provision, but in the recent case of *Re Whitaker* (49 W. R. 106) the Court of Appeal took a broader view, with the result that the bankruptcy rule as to payment *pari passu* of all provable debts was allowed to prevail in administration, and a voluntary debt was advanced to the level of debts incurred for valuable consideration. But this falls short of assimilating administration and winding up to bankruptcy for all purposes, and the recent decision of WRIGHT, J., in *Re National United Investment Corporation (Limited)* (*Times*, 28th ult.) shews that the words of section 10 must still be narrowly scanned to ascertain whether any particular bankruptcy rule is to have the extended effect conferred by the section. One such rule of frequent application is that contained in section 45 of the Bankruptcy Act, 1883, under which a creditor is not allowed the benefit of an execution or attachment unless completed before the bankruptcy, it being further provided that an execution against goods is completed by seizure and sale, and an attachment of a debt by receipt of the debt. In the present case the question arose whether this rule applied in winding up so as to deprive a creditor of the benefit of a garnishee order *nisi* which he had obtained before its commencement. But if section 10 extends the rule to winding up, it must be by virtue of its reference to the bankruptcy rules, "as to the respective rights of secured and unsecured creditors." What exactly may be the meaning of this phrase—whether it refers only to cases where the rights of secured creditors are in conflict with the rights of unsecured creditors, or also to cases affecting the rights of either class *inter se*—is not clear: see per FRY, J., in *Re Maggi* (30 W. R. 729, 20 Ch. D. 545); per VAUGHAN WILLIAMS, L.J., in *Re Whitaker* (*supra*). WRIGHT, J., however, has now held that its effect is not to apply the bankruptcy rules for the purpose of determining who are secured creditors. Section 10 starts by assuming certain creditors to be secured and others unsecured, and applies the rules in bankruptcy accordingly. Hence where a creditor by obtaining a garnishee order *nisi*, and serving it before a winding up has commenced (see *Re Stanhope Silkstone Collieries Co.*, 11 Ch. D. 160), has placed himself in the position of a secured creditor, section 45 of the Bankruptcy Act, 1883, does not apply so as to deprive him of his security.

AN ELABORATE and interesting judgment was delivered last week by FARWELL, J., in *Re Holland, Gregg* v *Holland* (reported *ante*, 379). A husband entitled *jure mariti* to the reversionary interest of his wife, then an infant, in personalty under her father's will, subject only to the contingency of his wife's surviving him before he had reduced it into possession, joined in a post-nuptial settlement nearly six months after the marriage. This settlement contained a bare recital that prior to the marriage the husband agreed to make the settlement of his wife's fortune now made and a covenant by him that as soon as the interest fell into possession it should be transferred to the trustees upon the trusts of the settlement. These trusts (in the events that happened) were, after the death of the wife, if the husband were not or did not become a bankrupt, for him for life, with the usual remainder to children, the survivor of the husband and wife having a power of appointment among issue. The wife having died in 1877, in October, 1897, the husband exercised this power and surrendered his life interest to his sons. In March, 1898, a receiving order was made against him and he became a bankrupt. In December, 1899, the interest fell into possession, and the question now was between the trustees and the beneficiaries of the settlement and, on the other hand, the official receiver as trustee for the husband. The legal issue was whether the post-nuptial settlement containing the recital of an ante-nuptial agreement was sufficient to satisfy section 4 of the Statute of Frauds. FARWELL, J., held

that it was not, and that, therefore, under the circumstances, the official receiver was entitled to the share or interest of the wife in the testator's estate. It appears to be settled that, in the absence of such a recital, a parol contract before marriage cannot support a post-nuptial settlement as against creditors. But in *Barkworth* v. *Young* (4 Drew. 1) KINDERSLEY, V.C., held that a statement of a parol agreement in an affidavit made after the marriage by the party to be charged was enough to satisfy the statute. In *Trowell* v. *Shenton* (26 W. R. 887, 8 Ch. D. 318), however, Sir GEORGE JESSEL, M.R., held that *Barkworth* v. *Young* was overruled by *Warden* v. *Jones* (6 W. R. 180, 2 De G. & J. 76), and referred to the following passage in Lord CRANWORTH'S judgment in *Warden* v. *Jones* as disposing of all the other authorities: "Lord THURLOW decided in *Dundas* v. *Dutens* (2 Cox 235) that such a settlement [a post-nuptial settlement reciting that it was made in pursuance of an ante-nuptial agreement] is good, and on that decision I will only remark that if it be a correct view of the law the whole policy of the statute [of Frauds] is defeated. It cannot be enough merely to say in writing that there was a previous parol agreement. It must be proved that there was such an agreement, and to let in such proof is precisely what the statute meant to forbid."

WARRANTY AS TO DRAINAGE UPON THE LETTING OF A HOUSE.

THE recent decision of the Court of Appeal (A. L. SMITH, M.R., and COLLINS and ROMER, L.JJ.) in *De Lasalle* v. *Guilford* (*Times*, 27th ult.) will have a useful effect in simplifying the law with regard to representations as to drainage made upon the letting of a house. Hitherto it has been very difficult to say that such representations, if untrue, imposed any liability upon the lessor unless he had made them fraudulently, and then of course he would be exposed to an action for deceit. In various cases it has been suggested that the representation, though verbal, might amount to a warranty, but the distinction between a warranty and a mere representation has not been defined, and should the representation be held to be a warranty of the fact represented, so as to afford ground for an action in the event of a breach of the warranty taken apart from the lease, yet there is the further difficulty that the verbal warranty may be held to be displaced by the written contract involved in the lease.

A reference to the recent decisions will shew with what little success tenants have relied hitherto upon representations as to drainage. In *Burtsal* v. *Bianchi* (1891, 65 L. T. 678) the lessor promised to make the drainage perfect in every way, and before the lease was executed he stated positively that this had been done. The tenant said that he was induced by this representation to take the lease. In the action he alleged that the representation was untrue, but CHARLES, J., held that, even if this were so, he could not recover. He distinguished the case from *Mann* v. *Nunn* (43 L. J. C. P. 241), where there was a promise to complete the drainage after the lease, and pointed out that here there was no more than a representation. "To my mind," he said, "the plaintiff fails completely, because he only proves a representation, and an honest representation, by the defendant." He also intimated that he agreed with BLACKBURN, J., in *Angell* v. *Duke* (32 L. T. 320) in doubting whether *Mann* v. *Nunn* was rightly decided, since, even if there had been a contract as to the drainage, it was not collateral to the lease, and so, being verbal, was superseded by the lease. Thus, according to *Burtsal* v. *Bianchi*, the representation, though relied on by the plaintiff, was not a warranty, and, if a warranty, it was not collateral to the lease.

In *Kennard* v. *Ashman* (1894, 10 T. L. R. 213) there was a representation on the part of the lessor that a house was well built and in perfect sanitary condition, and also a promise that whatever sanitary work should be determined by a specified sanitary engineer to be necessary should be done, and his certificate obtained. Having regard to this promise, it was hardly possible to say that there was a warranty as to the sanitary state of the premises, but it was contended, though unsuccessfully, that this was the effect of the representation as to their being well built. WILLS, J., said: "An assurance that a certain state of things existed might or might not have been intended and accepted as a promise or warranty, or as a simple assurance. The statement that a house was well built was of a very general character, and was in its character more like the expression of an opinion than an allegation of fact." Moreover, "if there had been such a promise, it would have been so intimately connected with the very subject of the contract of tenancy that it ought to have formed part of the lease." In this case, therefore, there was a recognition that a representation might amount to a warranty, but the particular representation was held not to have such an effect, and if there had been a warranty it would have been put an end to by the lease. There was an appeal (10 T. L. R. 447), but the judgment of the Court of Appeal, which affirmed that of WILLS, J., turned solely upon the facts, and it would seem that the court agreed that there was no warranty. In *Longman* v. *Bloust* (1896, 12 T. L. R. 520), on the other hand, there was a very distinct warranty in writing as to the sanitary state of a house, which was subsequently taken on lease, but WRIGHT, J., held that the warranty was destroyed by the lease. In other words, it was not collateral to the lease, and if the parties wished to rely upon it after the lease it should have been incorporated in that instrument.

In *Best* v. *Edwards* (1896, 60 J. P. 9) the distinction between a mere representation and a warranty was again taken by WILLS, J., but he left it to the jury to say to which category the representation in question belonged, and the jury found there was no warranty. The importance of this case lies in the direction given by the learned judge to the jury. Before the agreement for a three years' tenancy was signed, the plaintiff's wife "made a particular point of asking whether the drains were good, and Mrs. EDWARDS (the defendant) assured her that they were, and that some five years previously they had been put in thorough repair, or words to that effect." In directing the jury WILLS, J., pointed out that there was a great difference between Mrs. BEST asking Mrs. EDWARDS if she considered the drains good, and whether the question asked was seriously intended to be the basis of the contractual relation between the parties. In the subsequent case of *Green* v. *Symons* (1897, 13 T. L. R. 301) the jury took a different view, and found that there had been a warranty that a house was dry, though only a verbal one. But the Court of Appeal set the verdict aside upon the ground that there was no evidence of a warranty. The report does not shew what was the particular statement made, but in the view of Lord ESHER, M.R., "What the defendant said as to the house being dry was a mere innocent representation which did not give rise to any cause of action." And similarly CHITTY, L.J.: "The evidence went to a representation only, and did not amount to a warranty."

The result of the cases is that, while the possibility of there being a warranty as distinct from a representation was admitted, yet practically statements as to the condition of premises were almost always held to be representations only, and in the event of their being untrue they gave rise, in the absence of fraud, to no cause of action. The only statement as to the nature of the distinction is that contained in the direction of WILLS, J., in *Best* v. *Edwards*—to constitute a warranty the representation must form the basis of the contractual relation between the parties—but the jury in that case omitted to follow this up by giving its due effect to a representation made apparently with a view to inducing the contract. In the present case of *De Lasalle* v. *Guilford* (*supra*), the Court of Appeal have examined more carefully into the nature of a warranty, and at length a verbal representation as to the sanitary state of premises has been held to constitute a warranty. It appears that before exchanging the agreement and the counterpart, the plaintiff's wife pressed for a specific assurance as to the state of the drains, and, according to her evidence, the defendant gave his word for their perfect condition. The documents were then exchanged. The jury were asked whether this amounted to a warranty, but they shirked the question. They found (1) that there was a distinct representation by the defendant that the drains were in good order; (2) that the defendant did not give his word as to the perfect condition of the drains; and (3) that there was no fraudulent misrepresentation on the part of the defendant. On these findings BRUCE, J., held that there was no warranty, but the Court of Appeal have differed from him. The Master

of the Rolls has gone back to the statement of BULLER, J., in *Pasley* v. *Freeman* (3, T. R. 51), that "an affirmation at the time of sale is a warranty provided it appear in evidence to have been so intended," and to this he adds that, "in determining whether it was so intended, a decisive test is whether the vendor assumes to assert a fact of which the buyer is ignorant, or merely states an opinion or judgment upon a matter of which the vendor has no special knowledge, and on which the buyer may be expected also to have an opinion and to exercise his judgment. In the former case it is a warranty, in the latter not." To apply this rule to representations made as to the sanitary state of a house is practically to turn all such statements into warranties. The tenant looks to the landlord as the person to be acquainted with the facts, and he wants from him a statement upon which he can rely in deciding whether to take the house or no. Such a statement the defendant in the present case made, and he was held accordingly to have warranted that the drains of the house were in good order. Hitherto the tendency has clearly been to treat such a statement as being a mere representation, unless there was distinct evidence that it was intended to be a warranty. In future the tendency will be the other way, and a statement made upon the occasion of, and with a view to, a letting will, it is apprehended, be deemed to be a warranty, unless there is special reason to suppose that the tenant accepted it simply as an expression of opinion on the part of the landlord, an opinion upon which he was not to rely without verification.

There remains the question whether the warranty as to the sanitary state of the premises can be treated as collateral to the lease so as to survive the execution of that instrument. It will be seen from the statement of recent cases given above that hitherto it has been the prevalent opinion that it was a matter so intimately connected with the subject-matter of the lease that any stipulation on this head was bound to be incorporated in the lease if the parties wished it to have a continuing effect. This was the opinion of CHARLES, J., in *Burtsall* v. *Bianchi* and of WRIGHT, J., in *Longman* v. *Blount*, and though in other cases it may appear that the court, by entertaining the question of warranty, admitted that the warranty, if proved, would survive the lease, yet there has been no satisfactory decision to that effect. The cases where parol agreements have been allowed to stand with written agreements as being collateral to them are very limited in number. *Mann* v. *Nunn* (*supra*), where a promise to put drains in repair was held to be collateral, has, as we have seen, been doubted, and the leading authority under this head is *Erskine* v. *Adeane* (21 W. R. 802, 8 Ch. 756), where the promise upheld by the court was a promise by the landlord to keep down rabbits, an obligation of a very different kind. Of course, if a representation has once been held to be contractual, it is immaterial that it is a warranty of an existing state of fact, and not a promise to do something in the future. In the present case the Court of Appeal have held that the warranty as to drainage is collateral to the lease, and consequently an action can be brought upon it although it has not been incorporated in that instrument. It is probable that the result of the decision will be to make it much easier for tenants to fix their landlords with liability for statements as to the sanitary condition of premises made upon the accepting of the tenancy.

REVIEWS.

PRIVY COUNCIL PROCEDURE.

PRIVY COUNCIL APPEALS: A MANUAL SHEWING THE PRACTICE AND PROCEDURE IN COLONIAL AND INDIAN APPEALS BEFORE THE LORDS OF THE JUDICIAL COMMITTEE OF HIS MAJESTY'S MOST HONOURABLE PRIVY COUNCIL. By THOMAS PRESTON, F.S.A., Record Clerk in the Judicial Department of the Privy Council. WITH NOTES AND MODERN PRECEDENTS AND FORMS. Published by permission of the Lord President. Eyre & Spottiswoode.

This little manual, the author states, is intended to take the place of Lattey's "Handy Book on the Practice and Procedure of the Privy Council," which is out of print as well as out of date, and will not be reprinted. It first conducts the practitioner through all the various steps in an ordinary appeal, from the entering an appearance down to the issue of the final order, and then deals with the special complications that may arise in particular cases. Useful precedents are given of the documents which will require to be prepared, and also of bills of costs; and the final chapters set out the appeal rules, with a tabulated list of colonies shewing the conditions of appeal, and instructions for printing records and cases. The whole forms a concise but complete guide to Privy Council procedure.

PROCEDURE.

FIRST ELEMENTS OF PROCEDURE. By T. BATY, B.A., Barrister-at-Law. Effingham Wilson.

For the student it is extremely important to obtain a general and orderly acquaintance with the principles of procedure before he ventures upon the intricacies and multifarious details of the Annual Practice. The present book is intended to furnish him with the necessary assistance in this respect; or, in the author's words, "to give the beginner such a grasp of the main features of the subject as will enable its details to be easily and clearly appreciated afterwards." It divides the course of litigation into (1) the commencement of proceedings, (2) the information of such commencement to the parties, (3) the ascertainment of the points at issue, (4) the contest upon the issues, (5) the decision of the tribunal (including appeals), and (6) obtaining the benefit of the decision; and under these general heads it treats in sufficient detail of the various steps known more familiarly as issue of writ or summons, service of proceedings, pleading, evidence and trial, judgment, and execution. The text is clearly written and conveniently divided into sub-headings, and references are given to the Rules of the Supreme Court and to the more important decisions. The author has succeeded in compressing his work into a small volume, and it will be found to be a serviceable student's book.

CASES OF THE WEEK.

Court of Appeal.

LUDBROOK *v.* **LUDBROOK.** No. 1. 15th and 29th March.

STATUTE OF LIMITATIONS—MORTGAGE—"PERSON CLAIMING UNDER A MORTGAGE"—POSSESSION ADVERSE TO MORTGAGOR—REAL PROPERTY LIMITATION ACT, 1874 (37 & 38 VICT. c. 57), s. 9.

Application by the defendant for judgment or new trial in an action tried before Grantham, J., and a special jury. The action was brought to recover possession of certain premises in the East End of London and mesne profits from the 27th of December, 1899, and damages for trespass. The plaintiff was the sister of the defendant, and alleged that under the Real Property Limitation Acts, 1833 and 1874, her mother had acquired a title by possession for more than twelve years, for the remainder of the term for which the premises were held, and that she, under her mother's will, was entitled to the house. The jury found that since the death of the plaintiff's father the mother was in possession of the house, and after her death the plaintiff was in possession, but without the consent of the defendant. Grantham, J., on further consideration, gave judgment for the plaintiff.

THE COURT (A. L. SMITH, M.R., and COLLINS and ROMER, L.JJ.) having taken time to consider, gave judgment allowing the appeal, and entering judgment for the defendant.

ROMER, L.J., in giving the decision of the court, said: The only question raised for their determination on this appeal was, whether the plaintiff was entitled to recover from the defendant possession of the premises known as Eagle House, Harford-street, Mile End, London, E. Apart from the Statute of Limitations as altered by the Act of 1874, it was clear that the plaintiff had no title to the premises. Several defences had been raised, but there was one short answer to the claim which rendered it unnecessary to consider the other points taken by the defendant. He was a mortgagee of the premises, and he claimed the benefit of the statute of 7 Will. 4 & 1 Vict. c. 28, as altered by the statute 37 & 38 Vict. c. 57, s. 9. The court thought that the defendant's claim on this ground afforded a complete answer to the plaintiff's case. The circumstances of the case, so far as were necessary to shew how the point dealt with arose, might, he said, be stated briefly thus: The father of the plaintiff and the defendant held these and the adjoining premises under a lease for a term of years expiring 1922. He mortgaged the lease to secure certain advances. In 1885 the father died, having by his will bequeathed the lease to two trustees in trust to secure an annuity given to his widow for life, and after her death an annuity to his daughter, the plaintiff, and subject thereto in trust for the defendant. After the testator's death, his widow, during her lifetime, resided in Eagle House. On the 1st of December, 1888 the defendant, in consideration of his payment to the executors of the second mortgagee of the sum then owing, obtained a transfer to himself of the mortgage debt and security; and on the 27th of January, 1893, he obtained in the same way a transfer from the first mortgagee. In 1894 he purchased and had conveyed to him the reversion, subject to the lease, in the leasehold premises. In July, 1899, the widow died, having by will bequeathed all her property to the plaintiff. The plaintiff had been living with her mother up to the time of her death, and continued to reside at Eagle House until December, 1899, when the defendant took possession,

and the present action was commenced. It was said on behalf of the plaintiff that, at any rate up to the date of the transfer in 1893 of the first mortgage to the defendant, interest on the mortgages had been duly paid by the mortgagor and his assigns within the meaning of 7 Will. 4 & 1 Vict. c. 28. Twelve years, therefore, had not elapsed since the last payment of interest when the defendant took possession. It was also clear that the mortgages were still in existence, and had not been merged or extinguished, and therefore the defendant could claim the benefit of the statute. Even if the defendant, as the plaintiff contended, did not originally intend to take possession as mortgagee, it was open to him by his defence to justify the taking of possession in his capacity of mortgagee as against the plaintiff, who sought to treat him as a trespasser. The plaintiff said, moreover, that inasmuch as she had acquired under the Statute of Limitations a good title against the defendant in his capacity other than that of mortgagee, he was barred as mortgagee by virtue of section 20 of the Act of 3 & 4 Will. 4, c. 27. But even if section 20 applied to any concurrent right other than one in respect of a future estate or interest, yet in the present case that section could not apply. The defendant was not in the position of a mortgagor. The trusts upon which the lease, subject to the mortgages on it, was held by the trustees of the father's will, were still existing. The defendant had no estate in possession other than his estate as mortgagee, and he had no right, apart from his right as mortgagee, to make an entry or distress, or bring an action to recover the land within the words of the section. In short, he never came within the words of the section at all. Lastly, it was said on behalf of the plaintiff that the statute 7 Will. 4 & 1 Vict. c. 28 only applied to proceedings between the mortgagor and the mortgagee. But the statute was not in terms limited to such proceedings, and it had been held in several cases not to be so limited: see *Thornton* v. *Franes* (1897, 2 Q. B. 143, and the earlier authorities there considered). Here the mortgages were executed before the commencement of the possession of the widow and there were no circumstances existing which prevented the defendant from claiming the benefit of the statute as against the plaintiff. On this ground the plaintiff's case failed. Had, however, the defendant not been a mortgagee, the court under the circumstances would have considered it necessary that a new trial should take place.—Counsel, *M'Call*, K.C., *Younger*, K.C., and *Lawless*; *J. A. Foote*, K.C., *H. Terrell*, K.C., and *A. B. Shaw*. Solicitors, *Herbert M. Sandom; Parson, Lee, & Co.*

[Reported by Erskine Reid, Barrister-at-Law.]

LONDON AND COUNTY BANKING CO. *v.* NIXON. No. 2. 1st April.

Mortgage—Priority—Equitable Assignment—Getting in Legal Estate—Relation Back.

This was an appeal from the decision of Farwell, J., of the 27th of July, 1900. Prior to the year 1897 Frederick Talbot Tasker was a customer of the plaintiffs, and as such became largely indebted to them. The plaintiffs required him to give security, and accordingly, on the 14th of August, 1897, he deposited with the plaintiffs certain indentures of mortgage, and on the same day, by a deed of charge, he charged in favour of the plaintiffs all his interest in the property comprised in the deposited indentures of mortgage as a security for the payment on demand of all moneys owing from him to the plaintiffs. By this document Tasker undertook on request to execute a legal mortgage to the bank or to such person or persons as they might appoint. And he declared that during the continuance of the security he would hold all his present and future estate thereby charged in trust for the bank as such mortgagees as aforesaid, and would convey the same as they should direct. And he authorized the bank during the continuance of the security to remove him or any other person from being a trustee in respect of the trust hereinbefore declared, and to appoint themselves or any persons or person to be trustees or a trustee in respect of the said trust, and thereupon to make a declaration vesting all his said estate in such new trustees or trustee. And Tasker thereby irrevocably appointed the head manager, the chief accountant, and the country manager of the bank, and every two or one of them jointly and severally his attorneys and attorney for him and on his behalf to make, execute, and deliver every or any such further mortgage or mortgages as aforesaid. By an indenture dated the 5th of April, 1898, and made between Tasker of the one part and the plaintiffs of the other part (executed on behalf of Tasker by officials of the bank as his attorneys) the several principal sums owing on the security of the mortgages were assigned by Tasker to the plaintiffs, and the hereditaments comprised in the mortgages were granted and conveyed to the plaintiffs as a security for the payment of all moneys secured by the deed of charge of the 14th of August, 1897. The mortgages deposited with the plaintiffs were held by Tasker as trustee of a marriage settlement and formed part of the funds thereby settled. From 1890 to 1895 he was sole trustee, but on the 25th of February in the latter year the defendant Nixon was appointed his co-trustee. In March 1898 Tasker absconded, and was afterwards adjudicated bankrupt. On the 10th of February, 1900, R. Guswell was appointed a a trustee of the settlement in the place of Tasker and the trust estate was duly vested in the defendants. When the document of the 14th of August was executed, the bank had no notice that Tasker was a trustee of the property, but they had received notice of the trust before they executed on his behalf the mortgage of the 5th of April, 1898. Both parties in this action claimed priority over the charge or security of the other in respect of the said mortgages. Farwell, J., held that the defendants were entitled to priority over the bank. The plaintiffs now appealed.

The Court (Rigby, Vaughan Williams, and Stirling, L.JJ.) dismissed the appeal, holding that it was inequitable in the bank to get in the legal estate against Nixon or the Tasker beneficiaries, and that against neither ought the bank to be allowed to gain priority by so doing. It was contended that the deed of the 5th of April. 1898, related back to the 14th of August, 1897, and *Cooke* v. *Wilton* (29 Beav. 100) and *London and County Bank* v. *Goddard* (45 W. R. 310) were cited in support of that view. But in neither of those cases had the equitable mortgagee notice of any express trust affecting the legal title at the time when it was got in. Further, those cases did not support the proposition for which they were cited, and in the absence of authority the contention appeared to be wholly without foundation.—Counsel, *Warmington*, K.C., *Bramwell Davis*, K.C., and *E. Chitty*; *Badcock*, K.C., and *E. Ford*. Solicitors, *Harries, Wilkinson, & Raikes*; *Freeman & Son*.

[Reported by S. E. Williams, Barrister-at-Law.]

MANCHESTER SHIP CANAL CO. *v.* MANCHESTER RACECOURSE CO. No. 2. 1st April.

Contract — Illegality — Remoteness — Uncertainty — Statutory Confirmation—Contract to Give "First Refusal"—Interest in Land—Purchaser with Notice—Injunction—Manchester Ship Canal (Surplus Lands) Act, 1893, s. 3.

This was an appeal from a decision of Farwell, J. (reported 1900, 2 Ch. 352). The action was by the Manchester Ship Canal Co. for an injunction to restrain the Manchester Racecourse Co. from selling their racecourse to the Trafford Park Estates (Limited) or any other person without first offering it to the Manchester Ship Canal Co. at the same cash price that the intending purchasers were willing to give, and to restrain the Trafford Park Estates (Limited) from completing an agreement to purchase the same until this had been done. The action was based on an agreement of the 7th of March, 1893, entered into between the Canal Co. and the Racecourse Co. and scheduled to the Manchester Ship Canal (Surplus Lands) Act, 1893, by which it was confirmed and declared to be valid and binding upon the parties thereto. The parties to the agreement were in each case defined to include their successors and assigns where the context so required or admitted. Clause 3 of the agreement was as follows: "If and whenever the lands and hereditaments belonging to the Racecourse Co., and now used as a racecourse, shall cease to be used as a racecourse, or should the aforesaid lands and hereditaments be at any time proposed to be used for dock purposes, then, and in either of such cases, the Racecourse Co. shall give to the Canal Co. the first refusal of the aforesaid lands and hereditaments *en bloc*." On the 10th of August, 1889, the Canal Co. informed the Racecourse Co. of their intention to apply to Parliament for compulsory power to acquire the racecourse for dock purposes; and thereupon negotiations for purchase by private contract were commenced. On the 20th of October, 1899, the Racecourse Co. offered the property to the Canal Co. for £350,000, subject to certain conditions. On the 4th of November, 1899, the Canal Co. declined to entertain the offer. On the 6th of November, 1899, Wallis, the agent of the Canal Co, told Davies, the chairman of the Racecourse Co., that he was authorized to offer £200,000. On the 7th of November, 1899, Davies, having consulted with his co-directors, told Wallis that the Racecourse Co. would not accept £200,000, but that he would submit any offer to his co-directors. Wallis said he could make no further offer, but if Davies would obtain authority to agree to terms, Wallis was prepared to discuss the matter, as he was in a position to agree a price on behalf of the Canal Co. In the meantime negotiations had been going on between the Racecourse Co. and the Trafford Park Estates (Limited), who on the 20th of October, 1899, were offering £250,000, which on the 7th of November, 1899, was increased to £280,000, together with an option of acquiring other land, and the benefit of a restrictive covenant into which they proposed to enter. The Canal Co. were not informed what price the Trafford Park Co. were offering. By an agreement dated the 22nd of December, 1899, the Racecourse Co. agreed to sell the racecourse to the Trafford Park Co. for £280,000, subject to the rights of the Canal Co. under the agreement of the 7th of March, 1893, the Racecourse Co. to have the option of acquiring 150 acres of land in Trafford Park at £1,500 an acre at any time before the 24th of June, 1902, and the Trafford Park Co. undertaking not to use or sell any land on the Trafford Park Estate, or within fifteen miles of Manchester, for the purposes of a racecourse. Farwell, J., held that the effect of the Act of 1893 was to give statutory validity to every clause of the agreement, so that no question of remoteness or uncertainty could arise, that the Racecourse Co. could not sell the racecourse without informing the Canal Co. of the actual cash price offered by an intending purchaser, and offering it to the Canal Co. at that price, and that this right of the Canal Co. of first refusal could be enforced against an intending purchaser with notice. The defendants appealed.

The Court (Rigby, Vaughan Williams, and Stirling, L.JJ.) dismissed the appeal. The main question was whether the Racecourse Co. did or did not give the Canal Co. the "first refusal." The agreement did not state the particular terms or price to be offered, but the Racecourse Co. were bound to make a fair and reasonable offer. This they had not done, and consequently they had not given the Canal Co. the "first refusal" within clause 3 of the agreement. It was urged that clause 3 was void, but their lordships held that it was perfectly valid. They also held that the clause in question did not confer an interest in the land, but amounted to a negative contract not to part with the property without giving the Canal Co. the first refusal. That being so they did not see why, under the circumstances, an injunction should not be granted against the Trafford Park Co. as well as against the Racecourse Co. The judgment of the court below would therefore be affirmed.—Counsel, *Moulton*, K.C., *Swinfen Eady*, K.C., and *Clare*; *Warmington*, K.C., *Hughes*, K.C., and *A. L. Ellis*; *Upjohn*, K.C., and *Stewart Smith*. Solicitors, *Grundy, Kershaw, Samson, & Co.*; *L. W. Byrne*, for *Taylor, Kirkman, & Colley*, Manchester; *Ashwell, Browning, & Tutin*, for *Ashwell & Tutin*, Nottingham.

[Reported by S. E. Williams, Barrister-at-Law.]

High Court—Probate, &c., Division.

EDMONDSON *v.* **EDMONDSON AND OTHERS.** Barnes, J. 28th March.

PROBATE—CONTINGENT WILL.

This was an action in which Constance Edmondson claimed, as one of the universal legatees for life under the will of Mr. Thomas Grassyard Edmondson, sentence pronouncing for the validity of the will and for a grant of letters of administration with the will annexed. The will was dated the 23rd of June, 1871. The material part of the will was in these words: "In case I, Thomas Grassyard Edmondson, should not return home in consequence of death, I hereby give and devise, &c. . . . My horses Tempest and Thunderbolt to be sold for £100 each." Having executed this will in 1871, the testator at once went on a fishing expedition to Norway and returned home in the following September. Afterwards from time to time he travelled about in Palestine and elsewhere and eventually died suddenly on the 7th of June, 1900, while fishing in Scotland. The defendants pleaded that the will was conditional upon an event which never happened, namely, the death of the testator in Norway. For the plaintiffs it was contended, firstly, that the will was not conditional at all, but secondly, that if it was, the condition had been complied with, inasmuch as the testator did "not return home in consequence of death."

BARNES, J., after taking time to consider his judgment, said that he thought the question was one entirely of construction of the will The cases cited were not much assistance as the more they were looked into the more puzzling they appeared. The most important of them, however, was *In the Goods of Spratt* (1897, P. 28), The President in that case said that the two criteria were whether the nature of the disposition made appeared to have relation to the time or circumstances of the contingency and whether the contingency was connected with a period of danger to the testator. Lord Penzance, in the case of *In the Goods of Porter* (2 P. & D. 22), said, "The question generally arises whether the testator intends to limit the operation of the will to the time during which such calamity is imminent. If the language used by him can by any reasonable interpretation be construed to mean that he refers to the calamity and the period of time during which it may happen as the reason for making a will, then the will is not conditional; but if he refers to the calamity or the possible occurrence of some event as a reason for a certain disposition of his property and mixes up the disposition of the property with the event so that one is dependent on the other, then the court must hold the will to be conditional." Applying these principles to the will in question, it was clear that the will was a conditional will. The court, as to the second point, was of opinion that the condition had not been complied with, and that the testator had in his mind his Norway trip when he made his will. The will therefore must be pronounced against.—COUNSEL, *Inderwick*, K.C., and *Priestley*; *Bargrave Deane*, K.C., and *Willock*. SOLICITORS, *Bell, Brodrick, & Gray*; *Warriner & Co.* for *Lloyd & Pratt*, Newport.

[Reported by GWYNNE HALL, Barrister-at-Law.]

THE DEERHOUND. The President and Barnes, J.

5th Feb. and 5th March.

ADMIRALTY—DEMURRAGE—LIABILITY OF SHIPOWNERS—CHARTERERS—CONSEQUENCES.

This was an appeal from the county court of Glamorganshire, holden at Cardiff on the 26th of December, 1900. The plaintiffs, the Ogmore Steamship Co., were owners of the steamship *Deerhound*, and claimed from the defendants Messrs. H. Borner & Co., the charterers of *The Deerhound*, (*a*) £22 by way of demurrage, and (*b*) £43 10s. 10d by way of balance of freight. The circumstances hereinafter appearing raised for the consideration of the court a principle of law of an important character in mercantile law. The facts were as follows: *The Deerhound* is a vessel of 1,052 tons register, and was chartered to carry a cargo of 2,100 tons of iron ore from Spain to Senhouse Dock, Maryport, the charter-party providing that the cargo should be discharged at one shilling per ton. The vessel arrived on the 13th of June and according to the terms of the charter-party she was to be berthed within twenty-four hours after arrival. The dock authorities under one of their bye-laws did not permit more than one vessel at a time to be berthed to discharge or load for or from the same consignees or consignors if a vessel to discharge, for or from the same consignees or consignors is at the time in the dock waiting for a berth. Now at the time the steamship *Deerhound* arrived at the Senhouse roads—viz., on the 13th of June, the consignees (Messrs. Cammells & Co.) had other ships in dock and awaiting to discharge, and accordingly the steamship *Deerhound* was not allowed into dock until midnight on the 15th of June and did not get a discharging berth (at least for any effective purpose) until 10 p.m. on the 26th of June. On the question of the demurrage arising from this state of facts the plaintiffs relied on the cases of *Watson* v. *Borner* (4 Com. Cas. 335, 5 Com. Cas. C. A. 377) and *Ashcroft* v. *Crow Orchard Co.* (L. R. 9 Q. B. 540). On the second point—*i.e.*, the balance of freight, it appeared that at the time the *Deerhound* arrived at Maryport there was some dislocation in the working of the dock. The lock gates were not working, and when the tide was ebb the vessels were left on the mud, a fact which necessitated the use of the ship's winches. Under the charter-party it was stipulated that the ship was to give the use of cranes and winches with necessary steam-power and hands, the ship to keep the steam winches in good working order. It was further agreed that the vessel should discharge at one shilling per ton. In consequence of the extra trouble involved by reason of the condition of the harbour, the stevedore, who was the agent of charterer, declined to go on board and discharge the cargo unless one shilling and fourpence per ton was paid. The master was perfectly ready and willing to give the use of his men and winches. The stevedore, however, declined on the ground that his men would not work unless they did the whole of the discharging, and he declined to allow the master to use his winches or his crew. The work of discharging is a joint operation inasmuch as the ship provides the winches and the steam. As the charterer's men declined to do the work, the plaintiffs (the respondents in the appeal) paid the extra fourpence per ton under protest, and sued the defendants for the amount in the county court at Cardiff. His Honour Judge Owen held that the case was governed by the *Ashcroft* v. *Crow Orchard Colliery* decision, and gave judgment for twenty-two hours' demurrage and the £43 10s. 10d. balance of freight, making a total of £65 10s. 10d. From this decision the defendants appealed.

BARNES, J., in delivering the considered judgment of the court, said: This is an appeal from the decision of the county court judge at Cardiff in an action by the plaintiffs, the owners of the steamship *Deerhound*, against the defendants, the charterers of that vessel, holding that the plaintiffs are entitled to receive from the defendants £22 for twenty-two hours' demurrage at Maryport and in respect of a charge of 4d. per ton on the cargo discharged which had been deducted from the freight payable by the charterers. The facts were as follows: On the 28th of May, 1900, the vessel was chartered by the plaintiffs to the defendants by charter-party of that date to load at Cartagena or Porman a cargo of iron ore, and proceed to Maryport, Senhouse Dock, and there deliver the same as customary when and as directed by the consignees, to whom notice was to be given of the vessel being ready to discharge, paying for discharging 1s. per ton for freight, to be paid as in the charter-party mentioned. The charter-party provided that the cargo was to be shipped at the rate of 200 tons per working day of twenty-four consecutive hours (weather permitting), Sundays and holidays excepted, and to be discharged on the same conditions (subject to certain exceptions). Days to be averaged to avoid demurrage. Time not to count between the hours of 1 p.m. on Saturdays and 7 a.m. on Mondays unless used, and that the time for discharging should count when ship was in every respect ready in berth, but berth guaranteed within twenty-four hours after arrival or time to count and in free pratique as per custom of port, written notice of such readiness to be given to consignees during office hours. Ship to work night and day if requested to do so, and to give use of cranes and winches with necessary steam power and hands, charterers paying all extra expenses of night work. Demurrage (if any) at the rate of 20s. sterling per hour. Despatch money at the rate of half the demurrage, not less than 10s. per hour, to be settled in discharge port; steamer to be consigned to Messrs. Gibson & Greenup and Mr. Joseph Holmes at Maryport. There was a cesser clause in the charter, but by a letter of the 21st of June the charterers guaranteed that the charter-party would be carried out in its entirety and on the conditions as to time provided therein, and to pay any demurrage legally incurred according to the terms of the charter-party. After loading under the charter-party the vessel proceeded to Maryport, and arrived in the harbour outside the Senhouse Dock on Wednesday, the 13th of June, and on the 14th at 10 a.m. the master gave notice to Messrs. C. Cammells & Co. (Limited), the consignees and holders of the bills of lading, to whom the defendants had sold the cargo, that the vessel had arrived and was ready to discharge. At the time the vessel arrived as aforesaid the said consignees had other vessels at berths in the dock and waiting to discharge, and in consequence the vessel was not allowed, in accordance with the dock regulations, to enter the dock until midnight of the 15th. If the time is to count from the time at which the vessel entered the dock, it is admitted that she was afterwards duly discharged, but the plaintiffs claim that in the circumstances they are entitled to treat the time as counting from 10 a.m. on the 15th, and if they are right, I understand the effect would be to give them twenty-two hours' demurrage. The county court judge held that the case was governed by the case of *Ashcroft* v. *Crow Orchard Co.* (L. R. 9 Q. B. 540), and that the plaintiffs were entitled to recover for twenty-two hours' demurrage. It was argued before this court that the decision was wrong in law, and also that the presence of the other vessels for the same consignees did not, according to the regulations, prevent *The Deerhound* from getting into dock. With regard to the second point, it seems clear that the case was based in the court below on the admissions of counsel, witnesses who were present to prove the facts, therefore, not being called, and that the case proceeded on the assumption that the fact that the consignees had other vessels at the berths in the dock and waiting to discharge did, according to the regulations and practice of the port, which the harbour-master acted on, prevent the vessel from getting into the dock until the night of the 15th, and I think the case must be decided on the principal point, which is one of general importance. Several cases were cited to us, but they appear to me to turn so much on their particular facts and the language of the particular charters that they are only indirectly of assistance in arriving at a conclusion in this case. In *Tapscott* v *Balfour* (L. R. 8 C. P. 46), where a vessel was to proceed to a dock as ordered by the charterers and load coal, which would be supplied by a colliery agent and loaded from the tips, it was held that the lay days did not commence until the vessel got into dock, and that the charterers were not responsible for delay in her getting there caused by the colliery agent having three other vessels in the dock and two more ready to go in, and not being permitted by the dock regulations to have more than three vessels in the dock at a time. It was the usual course to load through a colliery agent, and there was nothing improper or unreasonable in the course pursued by the charterers (see the remarks made by Chief Justice Bovill, at p. 50). The next case is *Ashcroft* v. *The Crow Orchard Colliery Co.* (L. R. 9 Q. B. 540), which the judge of the court below acted on. In my opinion that case does not govern the present case, and is entirely different from it both in the language of the contract and the facts. The charter was for the loading of the plaintiffs' vessel with a cargo of

coal at the port of Liverpool, to be loaded with the usual despatch of the port, or if longer detained to be paid 40s. per day demurrage, and the charterers engaged to load "on the above terms," and by a memorandum at foot the vessel was to load in the "Bramley Moor or Wellington Docks High Level Railway." By one of the regulations of the docks no coal agent was to be allowed to have more than three vessels in the docks loading, and to load, at the cranes at one time. The charterers acted as their own coal agents, and as they had three other ships loading in the docks, and other charters in the books having priority over the plaintiffs' vessel, she was not allowed to go into dock for thirty days after she was ready to do so. The judgment in that case seems to me to have proceeded on the ground that the court construed the particular contract before them as imposing an absolute obligation to load the vessel with the usual despatch of the port and that it was immaterial to consider whether the delay occurred outside or inside the dock: see the observations on this case made by Lord Esher in *Nelson* v. *Dahl* (12 Ch. D., at pp. 588, 589) and by Lord Blackburne in *Postlethwaite* v. *Freeland* (5 App. Cas., p. 622). The last case was *Watson* v. *Borner* (4 Com. Cas. 335, on appeal 5 Com. Cas. 377), where a steamship was chartered to carry a cargo to Dowlais Wharf, Cardiff. The cargo was sold by the charterers to the Dowlais Iron Co., the lessees of the wharf, which was in the Routh Dock, Cardiff. The company had the control of the wharf and the berthing of vessels there. The time for discharge according to the charter-party did not commence until 6 a.m. after the vessel was ready in berth. It was held that the charterers were not responsible for delay caused to the vessel in getting into berth, after she had got into dock, by the consignees in order to suit their business arrangements giving preference to other vessels which arrived at the dock after the plaintiff's vessel. The ground of the decision appears to be that the owners of the vessel had agreed to take her to the wharf, that the delay was caused by the way in which the Dowlais Co., as proprietors of the wharf, managed the business, and that the charterers were not responsible for this merely because the Dowlais Co. happened also to be the purchasers of the cargo. In the present case the plaintiffs agreed that the vessel should proceed to the Senhouse Dock, Maryport, and the charterers agreed, by the clauses in the charter-party as to discharge and guarantee of berth, to discharge her within a certain time after her arrival—that is, arrival in dock. It is the ordinary and natural implication that neither party should prevent the other from performing that part of the contract which falls to be performed by that other, and if the charterers by themselves or their agents, acting within the scope of their authority, had placed impediments in the way of the shipowners bringing their vessel into dock the charterers ought to be responsible for the delay so caused, as if the vessel had in fact arrived in dock. It appears to follow that if the charterers have other vessels which they have to discharge, and have arranged to discharge, in the dock before the vessel which by the charter is to proceed to the dock and by the practice of the port will not be admitted into the dock while the charterers have the other vessels in the way the charterers do prevent the shipowners from performing their contract until the charterers have cleared away the impediments. The charterers, however, had sold the cargo to consignees. The position then is that those consignees became agents of the charterers to receive the cargo and pay the freight in accordance with the charter-party and their obligations arose after the vessel arrived in dock. It is true that the consignees had at the time of the vessel's arrival outside the dock other vessels at berths in the dock and waiting discharge, in consequence of which the plaintiffs' vessel was prevented from entering the dock, but the charterers are not, in my opinion, responsible for this. The engagements and actions of the consignees in relation to the other vessels were not entered into or taken by them as agents for the charterers. It was not contended there was anything unreasonable in the charterers selling the cargo to the particular consignees. The charterers would not know what the engagements of the consignees would be at the time of the vessel's arrival. As between the shipowners and charterers the delay is one of the risks taken by the shipowners when they agree to take their vessel to a particular dock. They could guard against it by proper stipulations in the charter-party. There appears to me to be nothing unreasonable in the view which I have expressed of the shipowners' position. It is contemplated in this class of case that the cargo may be sold. Very frequently the charterers' liability under the charter-party ceases by virtue of a cessor clause on shipment. It was so in this case but for the letter of guarantee above referred to. In such cases the shipowners have to look to the consignees only at the port of discharge, and for this purpose the bills of lading usually incorporate the terms of the charter. Even when the charterers remain liable on the charter for its due performance the cargo is frequently sold to consignees who have to act for the charterers in performing their obligations under the charter-party with regard to the cargo, but are not otherwise the agents for the charterers, and the shipowners will have such rights against the consignees, as such, as are provided for by the bills of lading, but as against the charterers only such rights as are conferred by the charter-party. The shipowners know that in ordinary course the cargo may be received by persons other than the charterers and over whose other engagements the charterers no control, and there is nothing in the charter-party imposing on the charterers the risk of such other engagements preventing the vessel from reaching the spot to which it has been agreed that she shall go. The result in this case is that the defendants are not liable in my opinion for the delay occasioned before the vessel arrived in dock. There is another point turning on the facts of the case and not of general importance. Owing to repairs to the Senhouse Dock, it was only available as a tidal harbour when *The Deerhound* arrived, and the steamer grounded after tide fall when discharging, and in consequence it was necessary to use the winches. The master of the vessel was ready and willing to give the use of the winches with necessary steam power, and the ship's hands to work them, but the stevedore's men would not allow the crew to work the winches and insisted on doing it themselves and on being paid 4d. per ton additional for discharging. The defendants, as I understand, have deducted the amount of 4d. per ton on the cargo discharged from the freight, and the county court judge has held that they were not entitled to do so. I am of the same opinion on the facts. The shipowner was only to pay 1s. per ton for discharging, and he was ready and willing to perform his part of the contract. The loss through the extra demand of the stevedore's men must fall on the charterers. The appeal must be allowed as to the item for demurrage. In my opinion, each of the parties should pay their own costs of the appeal, except that the costs of the printing of the record should be divided between them.—COUNSEL, *Laing*, K.C., and *Sankey*, for appellants; *Robson*, K.C., and *Bailhache*, for the respondents. SOLICITORS, *Downing, Bolam, & Co.*, for *Downing & Handcock*, Cardiff; *Ince, Colt, & Ince*.

[Reported by GWYNNE HALL, Barrister-at-Law.]

Solicitors' Cases.

SOLICITORS ORDERED TO BE STRUCK OFF THE ROLLS.

April 1.—WILLIAM GEORGE COLLINGWOOD.
April 1.—MELANCTHON THACKRAY MYERS (Leeds).
April 1.—JOHN HUGHES (26, Charing Cross, London).
April 1.—FREDERICK DE PAULA (16, Finsbury-circus, London).
April 2.—FREDERICK JAMES SHEPPARD (Northampton).
April 2.—JAMES VALENTINE VICKERY (Kendal).
April 2.—JULIAN TREGENNA BIDDULPH ARNOLD.
April 2.—BENJAMIN GREENE LAKE.
April 2.—THOMAS BOULTON SISMEY.
April 2.—JOHN GREENFIELD.
April 2.—CHARLES MAURICE ARNAUD BROADBENT (Horbury).

SOLICITORS ORDERED TO BE SUSPENDED.

April 1.—GEORGE ALEXANDER COLLYER (10, Old Jewry-chambers, London), suspended for twelve months.
April 2.—JOSEPH RAWES BARON (Kensington, and 27, Chancery-lane, London), suspended for two years.

NEW ORDERS, &c.

TRANSFER OF ACTION.

ORDER OF COURT.

Thursday, the 28th day of March, 1901.

I, Hardinge Stanley, Earl of Halsbury, Lord High Chancellor of Great Britain, do hereby order that the action mentioned in the Schedule hereto shall be transferred to the Honourable Mr. Justice Wright.

SCHEDULE.

Mr. Justice KEKEWICH (1901—D.—No. 269).

William Henry Dearling v. The Hoxton Brewery Co., Ld., and others.

HALSBURY, C.

LAW SOCIETIES.

UNITED LAW SOCIETY.

April 1.—Mr. R. C. Nesbitt in the chair.—Mr. J. W. Weigall moved: "That this house condemns the Government's proposals for the reform of the army." Mr. A. W. Marks opposed. There also spoke: Messrs. W. S. Sherrington and C. A. Hopkinson. Mr. Weigall replied. The motion was carried by one vote.

LEGAL NEWS.

APPOINTMENT.

Mr. JOHN MACDONELL, C.B., a master of the Supreme Court, has been appointed Quain Professor of Comparative Law in University College, London, in succession to Mr. BIRRELL, K.C.

CHANGES IN PARTNERSHIP.

DISSOLUTIONS.

FREDERICK ATKINSON and ERNEST ALFRED PATTERSON, solicitors, Hastings. March 22.

ARTHUR ROBERT CHAMBERLAYNE, PERCY SHORT, and CHARLES JOHN WILLIAM HAYWARD, solicitors (Chamberlayne, Short, & Hayward), Donington House, Norfolk-street, Strand, and at Clacton-on-Sea and Frinton-on-Sea. March 2.

ROBERT LLEWELLYN DEVONSHIRE, FRANCIS GEORGE MONKLAND, DIXON HENRY DAVIES, and HENRY ARCHIBALD SANDERS, solicitors (Devonshire, Monkland, Davies, & Sanders), 1, Frederick's-place, Old Jewry, London, and at Low Pavement, Chesterfield, under the style or firm of Davies, Sanders, & Co. Dec. 31. [*Gazette* April 2.

GENERAL.

It is announced that Master Manley Smith has sent in his resignation, which will take effect from the middle of next month.

The Attorney-General will preside at the annual general meeting of the bar, which will take place in the Old Hall, Lincoln's-inn, on Tuesday, the 23rd of April, at 4.15 p.m.

The Lord Chancellor will preside at the annual meeting of the Inns of Court Mission, which, by permission of the Duke of Westminster, will take place at Grosvenor House on Wednesday afternoon, the 8th of May, at 4.15. Among the other speakers who have promised to attend are the Lord Chief Justice, the Bishop of London, and Bishop Barry.

Every fool, said the *Times* in a recent leading article, must by right have his fling in court. And so it happens that persons selected for attack, in no small degree because they are supposed to be well-to-do, must carry on costly litigation with the certainty that victory will be to them much the same as defeat. A feeling is growing among lawyers—it has always existed among laymen—that some check should be put on the litigant who relies, not on the strength of his case, but on his own poverty and his opponent's wealth.

At a special general meeting of the Incorporated Law Society of Ireland held on the 29th ult. to consider the County Courts (Ireland) Bill, 1901, a resolution was carried unanimously that the Bill be opposed, and that a committee consisting of the President of the Society and four members, together with the proposer and seconder of this resolution, and two members of the profession other than members of the Council, to be chosen by the proposer and seconder of this resolution, form a sub-committee to carry out this object.

It is stated that Mr. Justice Phillimore, accompanied by the chief constable of Staffordshire, has visited Hill Top, an industrial village in the Black Country, for the purpose of inspecting the scene of the murder for which he recently sentenced Joseph Lowe to death at Stafford Assizes. The crime was alleged to have been committed on a stretch of moorland. A petition is being promoted for the reprieve of Lowe Mr. Justice Phillimore not only made a critical examination of the spot where the child was killed, but also visited other places referred to in the course of the trial, and personally tested distances and other details.

In the House of Commons on Monday Major Rasch asked the Attorney-General whether his attention had been called to the fact that the Divisional Court of King's Bench had not sat for two terms, and what steps would be taken in the interest of suitors to prevent the continuance of this delay. The Attorney-General said: The question of my hon. and gallant friend must have been put under some misapprehension. The Divisional Court of the King's Bench has sat during both these sittings, but it is the fact that, owing to the illness of judges and the hearing of election petitions, the sittings have not been quite as frequent as usual, and it has not been possible to make the ordinary progress with certain parts of the business which come before that court. The matter is receiving the careful attention of the Lord Chief Justice and the judges.

An arithmetical calculation based on the figures provided by Whitaker's Almanack, says the *Daily Telegraph*, shews that the average age of a law lord is 68. The Lord Chancellor is 76, Lord Lindley is 72, Lord Macnaghten is 70, Lord Davey is 67, and Lord Robertson is 55. The average age of a Lord Justice, arrived at similarly, is something over 62. Rigby, L.J., is 67, the Master of the Rolls is 65, Stirling, L.J., is 64, Vaughan Williams, L.J., is 62, Romer, L.J., is 60, and Collins, L.J., is 58 The King's Bench judge is a trifle younger than a Lord Justice. His average is not quite 62. Lord Alverstone, C.J., is 59, Mathew, J., is 70, Day, J., is 74, Wills, J., is 72, Grantham, J., is 65, Lawrance, J., is 68, Wright, J., is 61, Bruce, J., is 66, Kennedy, J., is 54, Ridley, J., is 57, Bigham, J., is 60, Darling, J., is 51, Channell, J., is 62, and Phillimore, J., and Bucknill, J., are 55. The Chancery judge is a young thing of 59. Kekewich, J., heads the list at 68, Cozens-Hardy, J., is 62, Joyce, J., is a year younger, Byrne, J., is 56, and Buckley and Farwell, JJ., are 55, jointly and severally.

The annual statement of the General Council of the Bar for 1900-1 has been issued, and we hope hereafter to extract some of the contents. One of the most important of these is the concluding reminder that the chairman of the council is prepared, in conjunction with the president of the Incorporated Law Society, to undertake the settlement of differences which may arise between the two branches of the profession. Before the matter is entertained the parties in dispute are required to sign the following memorandum: "We, the undersigned, hereby testify our consent to leave the matters in dispute between us to be settled by the chairman of the General Council of the Bar, or some member of that council to be named by him, and the president of the Incorporated Law Society, or some member of the council of that society to be named by him, as they think fit, and to abide by their decision." This method of settlement was adopted some three years ago at the suggestion of the Incorporated Law Society, and it is believed has on several occasions been of service to the parties.

In the House of Commons on the 28th ult. Captain Norton asked the President of the Board of Trade whether it had been brought to his notice that creditors in bankruptcy cases suffered loss through delay in dealing with these cases, seeing that the interest goes to the Government and not to the creditors; whether he was aware of a case where from £40,000 to £50,000 was received by by the Official Receiver in January, February, and March of 1900, and that no dividend had as yet been paid to the creditors, who thus, in addition to the loss of their money, were kept out of what remains and also out of what these sums have earned as interest; and whether he could see his way to ameliorating this state of affairs. Mr. Gerald Balfour said, I am not aware of any undue delay in the official administration of bankruptcy cases resulting in loss to creditors. The investment of funds which cannot immediately be distributed is made pursuant to section 76 of the Bankruptcy Act, 1883, and the dividends thus derived are applied solely to meeting the expenses of bankruptcy administration, and are taken into account in fixing the fees payable in respect of the bankruptcy proceedings. I cannot identify the case referred to, which I should probably have been able to do had it been in the hands of an official receiver.

WINDING UP NOTICES.

London Gazette.—FRIDAY, March 29

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CAERLAN NAVIGATION COLLIERIES, LIMITED—Creditors are required, on or before May 10, to send their names and addresses, and the particulars of their debts or claims, to Richard Henry March, 58, Mount Stuart sq, Cardiff. Spencer & Co Keighley, solors to the liquidator

NEWPORT MILLING CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before May 10, to send their names and addresses, and the particulars of their debts or claims, to Ernest Francis Griffiths, Cinderhill Wharf, Newport, Mon. Le Brasseur & Bowen, Newport

R. J. WHALLEY & Co, LIMITED (IN LIQUIDATION)—Creditors are required, on or before April 25, to send their names and addresses, and the particulars of their debts or claims, to Thomas Hindle, District chmbrs, Darwen. Kay, solor to liquidator

RENT GUARANTEE CORPORATION, LIMITED—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to C. Whittington Cadle, 90, Cannon st

WALKER HULTON, LIMITED—Creditors are required, on or before May 15, to send their names and addresses, and the particulars of their debts or claims, to James Blakey, 42, Spring gdns, Manchester. Grundy & Co, Manchester, solors for the liquidator

London Gazette.—TUESDAY, April 2.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BLAYDON FORGE CO, LIMITED—Creditors are required, on or before May 20, to send their names and addresses, and the particulars of their debts or claims, to John Wilford Bolton, Post Office chmbrs, Sunderland. Wilkinson & Marshall, Newcastle upon Tyne, solors to the liquidator

CURLINGS TANNERY, LIMITED—Petn for winding up, presented March 27, directed to be heard on April 17. Smith, 43, Coleman st, solor for petnrs. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of April 16

LION CLOTHING CO, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before April 27, to send their names and addresses, and the particulars of their debts or claims, to Joseph Braithwaite Childe, Market st, Bradford. Westwood, Bradford, solor for liquidator

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house have the Sanitary Arrangements thoroughly Tested and Reported upon by an Expert from The Sanitary Engineering Co. (H. Carter, C.E., Manager), 65, Victoria-street, Westminster. Fee quoted on receipt of full particulars. Established 25 years. Telegrams, "Sanitation," London. Telephone, "No. 316 Westminster."—[ADVT.]

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, March 29.

CHAPMAN, JAMES POTTS, Rochdale, Licensed Victualler April 22 Chapman v Chapman, Registrar, Manchester Beckton, Manchester

ROBERTSON, STUART, Moore st, Cadogan sq, Captain April 15 Wildy & Co v Robertson, Joyce, J Rigden, Chancery lane

SMITH, WILLIAM RICHARD, Newington Butts, Public House Broker May 1 Russell v Smith, Farwell, J Washington & Pasmore, Trinity sq, Southwark

London Gazette.—TUESDAY, March 26.

DAVIDSON, WILLIAM, Tyne Dock, Durham, Mineral Water Manufacturer April 24 Morton v Davidson, Byrne, J Graham, South Shields

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, March 29.

ADAMS, ARTHUR, Liverpool, Tutor April 29 Picton, Liverpool

ASHTON, THOMAS, Bolton, Beerseller May 1 Hodgkinson, Bolton

BAKEWELL, ANN, Castle Donington, Leicester April 30 Eldowes & Sons, Derby

BLAKEMORE, LUCY, Little Dawley, Salop, Licensed Victualler April 26 Rigg, Dawley, Salop

BONE, GEORGE, Brea, Penwith, Cornwall April 27 Bone, Penzance

BROOKER, HENRY THOMAS, Northfleet, Licensed Victualler April 20 Tolhurst & Co, Gravesend

CLARKE, REBECCA, Houghton le Spring, Durham May 1 Graham & Shepherd, Sunderland

CLEGHORN, MARY COCKBURN, Berwick upon Tweed April 30 Sanderson & Weatherhead, Berwick on Tweed

CROWE, JOHN WESTWOOD, Oldtown, Maine, U S A May 4 Lewis & Co, Huddersfield

ERMEN, PETER JACOB GODFREY, Dawlish, Devon April 24 Aston & Co, Manchester

FALLONE, JANE, Ashton under Lyne, Lancs April 30 Richards & Hurst, Ashton unde Lyne

FOXWELL, HENRY GREEN GLANDFIELD, Mount Pleasant lane, Upper Clapton Leal & Co, Basinghall st

FREEMAN ELIZA, Leicester April 29 Stevenson & Son, Leicester
GENT, JOHN, Plymouth, Farmer May 6 Gill, Devonport
GROSS, JOHN GEORGE ANDREW, Sheffield May 6 Barker, Sheffield
HALL, HENRY, Rugby, Furniture Remover April 17 Hall, Rugby
HARDING, CHARLES ALFRED, Southsea, Builder May 6 Cousins & Burbidge, Portsmouth
HARDING, JOHN, Brixton June 1 Tilling, Bishopsgate
HAYMAN, ADOLPH LEWIS, Birmingham April 29 Edwards & Cohen, Coleman st
HENSLEY, THOMAS WILLIAM, Nantwich, Solicitor May 1 Hensley & Whiteley, Nantwich
HOLLOWAY, WILLIAM GEORGE, Cheltenham, Lodging house Keeper April 30 Lamb, Cheltenham
HOOD, RACHEL, Scarborough May 1 W & W S Drawbridge, Scarborough
HUNNEX, ROSA MARIA, New Cross rd May 8 Tilling, Bishopsgate
INKSON, THOMAS, Kingston upon Hull, Licensed Victualler May 1 Stephenson, Hull
MAYNARD, JAMES, Croydon, Contractor May 15 Hodges & Pyke, Croydon
MERCER, MATTHEW, Malton, Yorks, Gent May 15 Ridge, Malton
MOLE, WILLIAM TINGEY, Hemel Hempstead, Herts, Gent May 13 Newton & Calcott, Leighton Buzzard
POOL, JAMES, Fleet, Southampton, Builder May 11 Foster & Wells, Aldershot
RAYMOND, FRANCES MARY, Bedford April 12 Walker, St Paul's sq, Bedford
RICHARDS, ALFRED, Pembroke, Saddler April 27 Lowless, Pembroke
ROTHWELL, SARAH, Bowdon, Chester April 30 Richards & Hurst, Denton, nr Manchester
ROWLAND, JOHN TAYLOR, Petersham, MD May 31 Senior & Furbank, Richmond
ROWLAND, WILLIAM, Loughborough May 1 Slater, Loughborough
RUSSELL, JAMES, Brimstage, Chester, Farmer April 30 Batesons & Co, Liverpool
SHAW, WILLIAM EDWARD, Chaldon, Surrey April 26 Rankin & Miller, West Bromwich
SMITH, EDWARD JOSEPH, Birmingham April 29 Gateley, Birmingham
SMITH, HENRY, St Mary, Suffolk May 1 Smith, Lincoln's inn fields
SOWDEN, ANN MARIA, North Thoresby, Lincoln April 25 Owen, Louth
STEWART, ROBERT WALKER, Liverpool, Commission Agent May 1 Miller, Liverpool
STOTT, JAMES, Rochdale May 5 Standring, Rochdale
TARLING, CHARLES, Walworth rd, Wine Merchant May 1 C. & E. Woodroffe, Great Dover st, Southwark
THOMAS, REES, Aberavon, Glam May 11 Tennant & Jones, Aberavon
TONGE, JAMES HENRY, Leigh, Lancs April 18 Unsworth, Leigh
VENABLES, JESSY MARIA, Oxford May 11 Hays & Co, Abchurch la
WAGSTAFF, JOHN, Denton, Lancs, Horsekeeper April 30 Richards & Hurst, Denton
WHITE, HERBERT SAMUEL, Cowes, I W May 13 Bailey, jun, Newport, I W
WHITWORTH, WILLIAM, Milnrow, Lancs, Engineer May 11 Jackson & Co, Rochdale
WOLFSOHN, EDWARD WILLIAM, Wolstanton, Distiller's Traveller April 30 Warner, Hanley
WOOD, AUGUSTUS ALFRED, Finsbury sq, Optician April 30 Kimber & Co, Watling st

London Gazette.—TUESDAY, April 2.

ANDERSON, WILLIAM, Altrincham, Corset Manufacturer May 15 Lawson & Co, Manchester
ANDREW, FREDERICK ULPH, Putney May 18 Stock, Queen Victoria st
ATKINSON, JOHN, Morpeth, Yeoman April 20 Brummell & Sample, Morpeth
BONHAM, FREDERICK JOHN, Oxford st, Auctioneer May 20 Russell & Arnholz, Gt Winchester st
CARY, HENRY JAMES LUCIUS, Torquay May 4 Dymond, Exeter
CATHERINE, MARY, Beckenham May 21 Nicholson & Co, Princes st, Storey's gate
CHRISTODULO, ALEXANDER DEMETRIUS, Liverpool, Tobacco Merchant May 2 Collins & Co, Liverpool
COLLINS, SARAH ANN, Ashton under Lyne May 11 Ellison, Ashton under Lyne
CORY, CHARLOTTE CHICHESTER, Barnstaple May 11 Brewer & Son, Barnstaple
CROSS, EDMUND, or SARAH ANN CROSS Barnsley April 13 Horsfield, Barnsley
DAWSON JOHN, N Somercotes, Lincs, Grocer April 30 Owen, Louth
EARL, BETTY, Oldham May 6 Clark & Jackson, Oldham
EVANS, ELIZABETH, Aberbeeg, Aberystruth April 17 Webb, Pontypool
FISHER, ANNE ELIZABETH, Framlingham May 1 Ling, Framlingham
GADD, JOHN HELLYER, Brighton May 1 Houghton, Brighton
HALFORD-ADCOCK, Rev HALFORD HENRY, South Kensington April 30 White & Sons, John st
HART, GEORGE HELLINGS, Glenheath, Cape of Good Hope May 11 Stickland, Bedford row
HAUTENVILLE, Rev RAWDON WILLIAM, S Kensington May 15 Wood & Co, Raymond bldgs, Gray's inn
HAYWOOD, JOHN BROMWICH, Birmingham, Milkseller April 21 Williams, Birmingham
HOLE, CHARLES WILLIAM, Bideford, Devon, May 7 Hole & Co, Bideford, North Devon
HUMPHRIES, ISAAC, Broad Hinton, Wilts, Farmer April 22 Withy, Swindon
HUNT, ROBERT, Salford July 1 Hewitt & Son, Manchester
JONES, EMILY, Chester pl, Hyde Park sq May 15 Stock, Queen Victoria st
JULES, GEORGE, Cambridge, Bootmaker May 5 Clements, Cambridge
KIMBER, MARY GEORGIANA, Cheltenham May 1 Winterbothams & Gurney, Cheltenham
LANGSTAFF, GEORGE, Spennithorne, Yorks, Butcher April 23 Chapman & Dixon, Leyburn
LUPTON, MARY GALSWORTHY, St Lawrence rd, N Kensington May 9 Holmes, St Lawrence rd, Kensington
MACKENZIE ELIZA, Clarkshill Stand, Lancs May 10 P & J Watson, Bury
MAKINSON, FLORENCE, Bolton May 16 Ogden, Manchester
MUSPRATT-WILLIAMS JACKSON MUSPRATT, Cheltenham May 1 Winterbothams & Gurney, Cheltenham
RENSHAW, MARY, Sale, Chester May 1 Adams, Manchester
SCHAIBLE, CHARLES HENRY, Heidelberg, Germany May 10 Crusemann & Rouse, Gracechurch st
SELOT, JOHN FRANCIS, Grosvenor st, Grosvenor sq May 20 Fishers, Essex st, Strand
SMITH, JAMES, Weston super Mare, Butler April 20 Smith & Sons, Weston super Mare
SMITH, KATHERINE ROBERTSON, West Didsbury, near Manchester April 20 Dixon & Linnell, Manchester
SMITH, MARY ANN, Selby May 11 Crust & Co, Beverley
SKEY, MARY VARLEY, Monkwell st, Trimming Merchant May 11 Wells & Son, Paternoster row
TURNER, ELLEN LOUISA, Weymouth May 6 Young & Sons Mark la
WEBB, ADAM, Northfield, Worcester, Licensed Victualler May 10 Rowlands & Co, Birmingham
WHITING, WILLIAM, Derby May 7 Robotham & Co, Derby

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, March 29.

RECEIVING ORDERS.

ARUNDALE, HARRY, Manchester, Fish Dealer Manchester Pet March 25 Ord March 25
BENNETT, WALTER WILLIAM FREDERICK, Lewisham, Builder Greenwich Pet Feb 8 Ord March 26
BOSWELL, ARTHUR FREDRIC, Leicester, Collector Leicester Pet March 25 Ord March 25
BOWMAN, GEORGE, Approach rd, Victoria Park, Glass Merchant High Court Pet March 6 Ord March 25
BOWYER, ALBERT EDWARD, Melksham, Wilts, Boot Seller Bath Pet March 26 Ord March 26
BROADBENT, BENJAMIN, Baildon, Yorks, Maltster Bradford Pet March 27 Ord March 27
BROWN, WILLIAM, Fenchurch st, Glass Merchant High Court Pet March 27 Ord March 27
BRYAN, BENJAMIN JAMES, Leicester, Joiner Leicester Pet March 26 Ord March 26
CAMPION, AUGUSTUS, Philpot la, Fruit Merchant High Court Pet March 16 Ord March 26
CAREY, JOSEPH WILLIAMSON, Liverpool, Solicitor Liverpool Pet March 9 Ord March 26
CHERRYMAN, FELIX JAMES, Steyning, Butcher Brighton Pet March 27 Ord March 27
CHILD, ARTHUR, Calverley, Yorks, Mason Bradford Pet March 23 Ord March 23
DRISCOLL, TIMOTHY, St John's st, Clerkenwell, Tailor High Court Pet March 25 Ord March 25
GRICE, JOSEPH, Tipton, Staffs, Scrap Iron Merchant Dudley Pet March 26 Ord March 26
GRIFFITH, ALFRED HOWELL, Port Talbot, Glam, Commission Agent Aberavon Pet March 26 Ord March 26
GOODMAN, EDWIN CHARLES, Tunbridge Wells, Tobacconist Tunbridge Wells Pet March 4 Ord March 25
HANSON, EDWARD, Bradford, Confectioner Bradford Pet March 27 Ord March 27
HAY, DAVID, Mountain Ash, Hosier Aberdare Pet March 26 Ord March 26
HINCHCLIFF, WILLIAM, Harden Moss, nr Holmfirth, Yorks, Farmer Huddersfield Pet March 22 Ord March 23
HOLMES, WILLIAM, Nottingham, Baker Nottingham Pet March 25 Ord March 25
JORDAN, WILLIAM, Nottingham, Fishmonger Nottingham Pet March 25 Ord March 25
KIDD, ABRAHAM, Manchester Manchester Pet March 25 Ord March 25
LEE, FREDERICK, Luton, Butcher Luton Pet March 25 Ord March 25
LEHFELDT, FREDERICK CHARLES, Maiden la, Strand, Advertisement Contractor High Court Pet Nov 1 Ord March 27
LETTS, BENJAMIN WALTER, Birmingham, Plumber Birmingham Pet March 25 Ord March 25
LIEBERMAN, PHILIP, Kingston upon Hull, Tobacconist Kingston upon Hull Pet Feb 25 Ord March 25
LILLEY, FREDERICK WILLIAM, St Thomas, Swansea, Fruiterer Swansea Pet March 26 Ord March 26
LILLY, MATTHIAS FREDERICK, Old Jewry, Clerk High Court Pet Oct 12 Ord March 27
LOS, SAVERAUX & Co, Greek st, Soho, Artistic Decorators High Court Pet March 1 Ord March 27
MERVILLE, FRANK, & SON, Angel ct, Bankers High Court Pet March 12 Ord March 27
MOUNTAIN, BENJAMIN, Leeds, Engineer Leeds Pet March 14 Ord March 27
OGDEN, HENRY, Brighouse, Yorks, Builder Halifax Pet March 26 Ord March 26
PINDAR, JOHN, Rotherham, Yorks, Grocer Sheffield Pet March 27 Ord March 27
POTTER, CHARLES COMPTON, Seal, Kent, Mineral Water Manufacturer Tunbridge Wells Pet March 23 Ord March 23
POWELL, JOHN, Liphook, Hants, Plumber Portsmouth Pet March 25 Ord March 25
PRICE, JOHN, Eardisley, Hereford, Grocer Leominster Pet March 26 Ord March 26
ROBERTS, JOHN, Stretford, nr Manchester, Railway Contractor Salford Pet March 27 Ord March 27
SCHOFIELD, ALFRED BROMLEY, and HAROLD SCHOFIELD Barrow in Furness, Builders Barrow in Furness Pet March 25 Ord March 25
SHILKOFF, ISAAC, Hanley, Staffs, Cabinet Manufacturer Hanley Pet Feb 18 Ord March 22
TAYLOR, ALFRED HENRY, Upton on Severn, Grocer Worcester Pet March 25 Ord March 25
THOMAS, GEORGE, Birkenhead, Plumber Birkenhead Pet March 26 Ord March 26
THOMAS, WILLIAM, Caerphilly, Glam, Licensed Victualler Pontypridd Pet March 25 Ord March 25
TOLL, WILLIAM GEORGE, Liverpool, Draper Liverpool Pet March 19 Ord March 25
TOWER, HERBERT, Bath, Manager Bath Pet March 25 Ord March 25
TOWNSEND, ERNEST, Belvedere, Kent, Wheelwright Rochester Pet March 25 Ord March 25
WAKEFIELD, ALBERT, Barnes, Storekeeper Wandsworth Pet March 25 Ord March 25
WASHINGTON, THOMAS, Middlewich, Fellmonger Crewe Pet March 27 Ord March 27
WOOD, JOHN HENRY, Chesterfield, Brewer's Agent Chesterfield Pet March 23 Ord March 26
WOODCOCK, WILLIAM, Leeds, Grocer Leeds Pet March 27 Ord March 27
WILKINS, ARTHUR FRANCIS, Frome, Somerset, Licensed Victualler Frome Pet March 26 Ord March 26
WILSON, CHARLES WILLIAM MASLEN, Fenchurch st Metal Merchant High Court Pet March 27 Ord March 27
WILSON, JOHN, Leeds, Smith Leeds Pet March 25 Ord March 25
WYATT, WILLIAM THOMAS, Torquay, Builder Exeter Pet March 25 Ord March 25

Amended notice substituted for that published in the London Gazette of March 26:

CATTELL, ERNEST EDWIN, Manchester Manchester Pet March 9 Ord March 23

FIRST MEETINGS.

BORRILL, GEORGE, Keelby, Lincs, Cattle Dealer April 11 at 11 Off Rec, 15, Osborne st, Gt Grimsby
BOWMAN, GEORGE, Approach rd, Victoria Park, Glass Merchant April 12 at 12 Bankruptcy bldgs, Carey st
BROWN, WILLIAM, Fenchurch st, Glass Marchant April 11 at 11 Bankruptcy bldgs, Carey st
BURGESS, MARY, Mobberley, Chester April 12 at 2.30 Off Rec, Byrom st, Manchester
CAMPION, AUGUSTUS, Philpot la, Fruit Merchant April 15 at 11 Bankruptcy bldgs, Carey st
EVANS, FAITHFUL THOMAS VOICE, Liverpool, General Broker April 12 at 12 Off Rec, 35, Victoria st, Liverpool
FULLWOOD, WILLIAM, Chingford, Essex, Engineer April 10 at 12 Off Rec, Temple chmbrs, Temple av
GEE, HENRY, Liverpool, Contractor April 10 at 2.30 Off Rec, 35, Victoria st, Liverpool
GOULDSTONE, WILLIAM, Bridlington, Yorks, French Polisher April 10 at 11 74, Newborough Scarborough

GROCOTT, THOMAS, Fenton, Staffs April 11 at 10.30 Off Rec, King st, Newcastle under Lyme

HADLEY, STEPHEN, Bermondsey April 15 at 12 Bankruptcy bldgs, Carey st

HARRINGTON, ARTHUR, Newman st, Oxford st, Licensed Victualler April 15 at 11 Bankruptcy bldgs, Carey st

HAYNE, WILLIAM ROBERT, Boundary rd, St John's Wood, Dining Room Proprietor April 12 at 12 Bankruptcy bldgs, Carey st

HINCHCLIFF, WILLIAM, Harden Moss, nr Holmfirth, Yorks, Farmer April 10 at 11 Off Rec, 19, John William st, Huddersfield

HOWARD, ROBERT, Oldham, Licensed Victualler April 11 at 3 Off Rec, Bank chmbrs, Queen st, Oldham

HYDE, ROBERT BOYLE, and THOMAS NASH, Philpot ln, Drug Merchants April 12 at 11 Bankruptcy bldgs, Carey st

KENT, THOMAS RAMSEY, New cut, Lambeth, Chemist April 16 at 11 Bankruptcy bldgs, Carey st

KIDD ABRAHAM, Manchester April 11 at 2.30 Off Rec, Byrom st, Manchester

LEES, LAURENCE, Liverpool, Hosier April 10 at 12 Off Rec, 35, Victoria st, Liverpool

MESSENGER, JAMES HENRY, Hampstead, Builder April 11 at 12 Bankruptcy bldgs, Carey st

MORRIS, EDWARD, Glyntraian, Llangollen, Denbighs April 10 at 11 The Priory, Wrexham

NUTTER, JOSEPH, Brighton, Flour Factor April 11 at 11 Bankruptcy bldgs, Carey st

POWELL, JOHN, Liphook, Hants, Plumber April 9 at 3 30 Off Rec, Cambridge june, High st, Portsmouth

SAMUELS, ROSA, Tavistock pl, Russell sq, Draper April 15 at 12 Bankruptcy bldgs, Carey st

SCOTT, PETER, Liverpool, Stevedore April 10 at 2 Off Rec, 35, Victoria st, Liverpool

SPENCER, HARRY, Wickersley, near Rotherham, Yorks, Joiner April 11 at 12 Off Rec, Figtree ln, Sheffield

TAYLOR, ALFRED HENRY, Upton on Severn, Grocer April 11 at 11.30 45, Copenhagen st, Worcester

THOMPSON, ALBERT, Leicester, Beerhouse Keeper April 11 at 12.30 Off Rec, 1, Berridge st, Leicester

THORPE, ERNEST HOLLAND, Ilfracombe, Boot Dealer April 6 at 11 30 Off Rec, 5b, Hammet st, Taunton

TOLLER EDWARD CHARLES, Mortimer st, Regent st, Accordion Pleating Manufacturer April 11 at 12 Bankruptcy bldgs, Carey st

TOWNSEND, ERNEST, Belvedere, Kent, Blacksmith April 15 at 11.30 115, High st, Rochester

TURNBULL ADAM, Altrincham, Builder April 12 at 3 Off Rec, Byrom st, Manchester

WEBB, WALTER JOSEPH, Porchester, Hants, Confectioner April 9 at 3 Off Rec, Cambridge june, High st, Portsmouth

WILSON, JOHN, Leeds, Smith April 11 at 11 Off Rec, 22, Park row, Leeds

WOODCOCK, JOHN, Canterbury, Nurseryman April 11 at 11 Off Rec, 68, Castle st, Canterbury

WYATT, WILLIAM THOMAS, Torquay, Builder April 11 at 10.45 Off Rec, 13, Bedford circus, Exeter

ADJUDICATIONS.

AMBLER, WILLIAM, Sheffield, Builder Sheffield Pet Feb 27 Ord March 27

ARUNDALE, HARRY, Manchester, Fish Dealer Manchester Pet March 25 Ord March 25

BORWELL, ARTHUR FREDRIC, Leicester, Collector Leicester Pet March 25 Ord March 25

BOWYER, ALBERT EDWARD, Melksham, Wilts, Boot Seller Bath Pet March 26 Ord March 26

BROADBENT, BENJAMIN, Baildon, Yorks, Maltster Bradford Pet March 27 Ord March 27

BRYAN, BENJAMIN JAMES, Leicester, Builder Leicester Pet March 26 Ord March 26

CARR, THOMAS, Marton, Lancs, Farmer Preston Pet Feb 26 Ord March 23

CATTELL, ERNEST EDWIN, Manchester Manchester Pet March 9 Ord March 27

CHILD, ARTHUR, Calverley, Yorks, Monumental Mason Bradford Pet March 23 Ord March 23

DALTON, MICHAEL, Blackburn, Grocer Blackburn Pet Feb 27 Ord March 21

D'AVIGDOR, SERGIUS HENRY, Dover High Court Pet Feb 6 Ord March 26

DEANE, THOMAS, Gutter ln, Manufacturer's Agent High Court Pet June 27 Ord March 25

DRISCOLL, TIMOTHY, St John's st, Clerkenwell, Tailor High Court Pet March 25 Ord March 25

FISH, JOHN ATTWOOD, Houghton Mill, nr Stockbridge Southampton Pet March 12 Ord March 27

FRENCH, WILLIAM, Harlow, Essex Hertford Pet Dec 18 Ord March 18

GALLIENNE, JOHN WILLIAM, Barnes High Court Pet Jan 8 Ord March 25

GEE, HENRY, Liverpool, Contractor Liverpool Pet March 16 Ord March 27

GRICE, JOSEPH, Tipton, Staffs, Scrap Iron Merchant Pet March 26 Ord March 27

GRIFFITH, ALFRED HOWELL, Port Talbot, Glam, Commission Agent Aberavon Pet March 26 Ord March 26

HANSON, EDWARD, Bradford, Confectioner Bradford Pet March 27 Ord March 27

HAY, DAVID, Mountain Ash, Hosier Mountain Ash Pet March 26 Ord March 26

HINCHCLIFF, WILLIAM, Harden Moss, nr Holmfirth, Yorks, Farmer Huddersfield Pet March 22 Ord March 22

HOLMES, WILLIAM, Nottingham, Baker Nottingham Pet March 25 Ord March 25

HUGHES, ARTHUR SAUNDERS, St Enoder, Cornwall, China Clay Merchant Truro Pet Feb 6 Ord March 27

JORDAN, WILLIAM, Nottingham, Fishmonger Nottingham Pet March 25 Ord March 25

LEE, FREDERICK, Luton, Butcher Luton Pet March 25 Ord March 25

LIEBERMAN, PHILIP, Kingston upon Hull, Tobacconist Kingston upon Hull Pet Feb 25 Ord March 25

LILLEY, FREDERICK WILLIAM, St Thomas, Swansea, Fruiterer Swansea Pet March 26 Ord March 26

NUTTER, JOSEPH, Brighton, Flour Factor High Court Pet March 19 Ord March 27

OLDFIELD, FRANK, Sandwich, Kent, Farmer Canterbury Pet March 12 Ord March 25

OGDEN, HENRY, Brighouse, Builder Halifax Pet March 26 Ord March 26

PINDAR, JOHN, Rotherham, Yorks, Grocer Sheffield Pet March 27 Ord March 27

POTTER, CHARLES COMPTON, Seal, Kent, Mineral Water Manufacturer Tunbridge Wells Pet March 23 Ord March 23

POWELL, JOHN, Liphook, Hants, Plumber Portsmouth Pet March 25 Ord March 25

POWELL, WILLIAM LLEWELLYN, Newtown, Montgomery, Licensed Victualler Newtown Pet March 7 Ord March 23

PRICE, JOHN, Eardisley, Hereford, Grocer Leominster Pet March 26 Ord March 26

SCHOFIELD, ALFRED BROMLEY, and HAROLD SCHOFIELD, Barrow in Furness, Builders Barrow in Furness Pet March 25 Ord March 25

SCOTT, PETER, Liverpool, Stevedore Liverpool Pet March 2 Ord March 26

SPANIER, MICHAEL HYMAN, Lower marsh, Lambeth, Picture Frame Maker High Court Pet Nov 13 Ord March 21

TAYLOR, ALFRED HENRY, Upton on Severn, Grocer Worcester Pet March 25 Ord March 25

TAYLOR, JOHN ANDREW, Wallsend, Northumberland, Assistant Clothier Newcastle on Tyne Pet March 21 Ord March 26

THOMAS, GEORGE, Birkenhead, Plumber Birkenhead Pet March 26 Ord March 26

TOLL, WILLIAM GEORGE, Liverpool, Draper Liverpool Pet March 18 Ord March 27

TOWER, HERBERT, Bath, Manager Bath Pet March 25 Ord March 25

TOWNSEND, ERNEST, Belvedere, Kent, Wheelwright Rochester Pet March 25 Ord March 25

VARNEY, HARRY, Belvedere, Kent, Builder Rochester Pet March 6 Ord March 25

WAKEFIELD, ALBERT, Barnes, Storekeeper and Fruiterer Wandsworth Pet March 25 Ord March 25

WALLER, ARTHUR EDWARD, Luton, Manufacturers Material Merchant Luton Pet March 21 Ord March 26

WASHINGTON, THOMAS, Middlewich, Fellmonger Crewe Pet March 27 Ord March 27

WEBB, WALTER JOSEPH, Porchester, Hants, Confectioner Portsmouth Pet March 23 Ord March 25

WILKINS, ARTHUR FRANCIS, Frome, Somerset, Licensed Victualler Frome Pet March 26 Ord March 26

WILSON, CHARLES WILLIAM MARSLEM, Fenchurch st, Metal Merchant High Court Pet March 27 Ord March 27

WILSON, JOHN, Leeds, Smith Leeds Pet March 25 Ord March 25

WOOD, JOHN HENRY, Chesterfield, Brewer's Agent Chesterfield Pet March 23 Ord March 23

WOODCOCK, WILLIAM, Leeds, Grocer Leeds Pet March 27 Ord March 27

WYATT, WILLIAM THOMAS, Torquay, Builder Exeter Pet March 25 Ord March 25

Amended notice substituted for that published in the London Gazette of Nov 20:

BAILEY, HENRY CHARLES, Buckland, Hants, Baker Portsmouth Pet Nov 16 Ord Nov 16

Amended notice substituted for that published in the London Gazette of Feb 22:

FAWCETT, ALBERT, Barnsley, Yorks, Bank Manager Barnsley Pet Jan 15 Ord March 27

ADJUDICATION ANNULLED.

SARGENT, HENRY, Hanley, Staffordshire, Licensed Victualler Hanley Adjud June 23, 1897 Annul March 13, 1901

London Gazette.—TUESDAY, April 2

RECEIVING ORDERS.

ALDER ARTHUR ERNEST, Grampound, Cornwall, Grocer Truro Pet March 30 Ord March 30

BEDBROOK, WILLIAM HENRY, Clapham, late Schoolmaster Wandsworth Pet March 30 Ord March 30

BENNETT, JAMES WILLIAM, Leicester, Grocer Leicester Pet March 29 Ord March 29

BETTS, FREDERICK, Ipswich, Confectioner Ipswich Pet March 28 Ord March 28

BROOKS, WILLIAM P, Cardiff Cardiff Pet Jan 25 Ord March 26

BURTON, SAMUEL WYLES, Gloucester, Furniture Dealer Reading Pet March 6 Ord March 28

CLARKE, ANTHONY, South Norwood, Surrey, Bookseller's Traveller Croydon Pet March 28 Ord March 28

CHURCH EDWIN, East Finchley, Confectioner's Traveller High Court Pet March 30 Ord March 30

CROCKER, GEORGE FREDERICK, Devonport, Mineral Water Manufacturer Plymouth Pet March 30 Ord March 30

DAVIES, JOHN, Torquay, Chemist Exeter Pet March 29 Ord March 29

EVANS, JOHN, Aberaman, Aberdare, Grocer Aberdare Pet March 28 Ord March 28

FRIEDMAN, EMIL, Brighton, Wire Jeweller Brighton Pet March 29 Ord March 29

FURNESS, DAVID, Morley, Builder Dewsbury Pet Feb 7 Ord March 28

GUILFORD, FLORENCE MAUD, Leicester, Milk Dealer Leicester Pet March 25 Ord March 30

GUILFORD, WILLIAM ARTHUR, Leicester, Farmer Leicester Pet March 30 Ord March 30

HOEY, CLEMENT JAMES, Chelsea, Musical Agent High Court Pet March 29 Ord March 30

HOWARD, GEORGE HENRY, Newark, Notts, Draper Nottingham Pet March 30 Ord March 30

HOWELL, SYDNEY WILFRED, Wolverhampton, Corn Merchant Wolverhampton Pet March 22 Ord March 28

HUGH, WILLIAM, Veryan, Cornwall, Builder Truro Pet March 30 Ord March 30

JANSSEN, JOHANN CHRISTIAN ADOLPH, Silliter st, bldgs, Merchant High Court Pet March 28 Ord March 28

JOHNSTONE, CARIE, Cleveland rd, St James's High Court Pet March 5 Ord March 29

LANE, HOWARD, Edgbaston, Engineer Birmingham Pet March 4 Ord March 29

LLOYD, G I, Bristol, Engineer Bristol Pet March 19 Ord March 29

MCCANN, DANIEL, Kingston upon Hull, Hatter Kingston upon Hull Pet March 29 Ord March 29

NICHOLAS, WILLIAM, Bridgend, Glam, Haulier Cardiff Pet March 27 Ord March 27

OWEN, SAMUEL DAVIES, Llanllwchaiarn, Montgomery, Furniture Dealer Newtown Pet March 15 Ord March 29

PAYNE, JOHN WYNN, Kingswinford, Stafford, Grocer Stourbridge Pet March 16 Ord March 27

PERA, G B, Wardour st, Wine Merchant High Court Pet Feb 28 Ord March 30

PERRY, WILLIAM, Whitchurch, Salop, Dealer in Machinery Tools Nantwich Pet March 18 Ord March 28

PHILLIPS, PHILLIP, Llanfynach, Pembrokes, Farmer Carmarthen Pet March 28 Ord March 28

PORTRIDGE, HARRY, Lavender gdns, Clapham Wandsworth Pet March 29 Ord March 29

RAMSDEN, ALBERT, Leeds, Boot Maker Leeds Pet March 29 Ord March 29

RICHARDS, WALTER Shrewsbury, Salop, Builder Shrewsbury Pet March 30 Ord March 30

ROBERTS, JOHN, Llanwnda, Carnarvons, Stonemason Bangor Pet March 29 Ord March 29

SHORLAND, HERBERT, Oxford st High Court Pet Feb 8 Ord March 28

SHORT, WILLIAM HENRY, Parham, Suffolk, Farmer Ipswich Pet March 29 Ord March 29

SIBLEY, RALPH, Gloucester Gloucester Pet Feb 27 Ord March 28

SILVER, SAMUEL, and HENRY SILVER Rivington st, Curtain rd, Manufacturing Upholsterers High Court Pet March 29 Ord March 29

SMITH, ROBERT, and ROBERT MAUGHAN SMITH, Willington Quay, Northumberland, Builders Newcastle on Tyne Pet March 29 Ord March 29

STANGBYE, JOHAN HOLMBOE, Falmouth, Cornwall, Outfitter Truro Pet March 30 Ord March 30

STOKES, FREDERICK, Worksop, Auctioneer Sheffield Pet March 30 Ord March 30

SWAIN, H, Manchester, Silk Agent Manchester Pet March 15 Ord March 29

THEURER, CHARLES ALBERT, Mason's av, Licensed Victualler High Court Pet March 30 Ord March 30

WELLER, CHARLES, Reading, Furniture Dealer Reading Pet March 27 Ord March 27

WHITTAKER, THOMAS, Crumpsall, Manchester, Aniline Dye Manufacturer Manchester Pet March 1 Ord March 29

WINDRED, WILLIAM, Brockley, Kent High Court Pet March 5 Ord March 28

WINDSOR, JOHN, Porth, Glams, Dairyman Pontypridd Pet March 28 Ord March 28

WINNALL, THOMAS, Wolverhampton, Painter Wolverhampton Pet March 30 Ord March 30

FIRST MEETINGS.

AMBLER, WILLIAM, Sheffield, Builder April 11 at 12.30 Off Rec, Figtree ln, Sheffield

ARUNDALE, HARRY, Crumpsall, nr Manchester, Fish Dealer April 17 at 3 Off Rec, Byrom st, Manchester

AUCKLAND, CHARLES ROBERT, Lichfield, Cycle Manufacturer April 12 at 12 Off Rec, Wolverhampton

BARNES, RICHARD, Rochdale, Licensed Victualler April 16 at 11 15 Townhall, Rochdale

BERNARD, CHARLES, JOHN, Skegness, Lincs, Medical Practitioner April 11 at 12.15 Off Rec, 4, and 6, West st, Boston

BOWYER, ALBERT EDWARD, Melksham, Wilts, Boot Seller April 12 at 11.30 Off Rec, Baldwin st, Bristol

BROADBENT, BENJAMIN, Bingley, Yorks, Malster April 15 at 11 Off Rec, 31, Manor row, Bradford

BULLOWS, ALGERNON THOMAS, Walsall, Ironfounder's Manager April 12 at 12 30 Off Rec Wolverhampton

BURGESS, FRANK, Eccles, Lancs, Cloth Agent April 17 at 3.30 Off Rec, Byrom st, Manchester

CATTELL, ERNEST EDWIN, Manchester April 19 at 2.30 Off Rec, Byrom st, Manchester

CHILD, ARTHUR, Calverley, Yorks, Monumental Mason April 12 at 11 Off Rec, 31, Manor row, Bradford

CHURCH, EDWIN, East Finchley, Confectioner's Traveller April 16 at 11 Bankruptcy bldgs, Carey st

CLARK, JOHN, Colne, Lancs, Factory Operative April 11 at 11.30 Off Rec, 14, Chapel st, Preston

DAVIES, JOHN, Torquay, Chemist April 11 at 10.45 Off Rec, 13, Bedford circus, Exeter

DRISCOLL, TIMOTHY, St John's st, Clerkenwell, Tailor April 16 at 12 Bankruptcy bldgs, Carey st

FRAER, WILLIAM HERBERT, Northampton, Stationer April 10 at 12 Off Rec, Bridge st, Northampton

FORSYTH, STEPHEN, Sunderland, Maltster April 10 at 3 Off Rec, 25, John st, Sunderland

HANSON, EDWARD, Bradford, Confectioner April 12 at 12 Off Rec, 31, Manor row, Bradford

HILL, WILLIAM JAMES, Preston, Commercial Traveller April 12 at 2.30 Off Rec, 14, Chapel st, Preston

HOWARD, W G, Plymouth, Tobacconist April 10 at 10.30 6, Athenæum ter, Plymouth

LLOYD, G J, Bristol, Engineer April 12 at 12.30 Off Rec, Baldwin st, Bristol

NEEDHAM, JOSEPH, Rochdale, Licensed Victualler April 1 at 12 Townhall, Rochdale

NEWTON, CHARLOTTE ANNE EMILY, Newmarket, Suffolk, Farmer April 17 at 10.30 Off Rec, 5 Petty Cury, Cambridge

PEACOCK, ROBERT, Deighton, Yorks, Joiner April 15 at 11.30 Court house, Northallerton

REMNANT, PERCY WATERLAND, Lincoln's inn fields, Solicitor April 17 at 11 Bankruptcy bldgs, Carey st

ROBERTS, EVAN EDWARD, Morriston, Swansea, Grocer April 10 at 12 Off Rec, 31, Alexandra rd, Swansea

RUTTLE, EDWARD WATKINS, Didsbury, Stationery Agent April 17 at 2.30 Off Rec, Byrom st, Manchester
SCOTT, DAVID, Barrow in Furness, Painter April 12 at 11 Off Rec, 16, Cornwallis st, Barrow in Furness
SELBY, ALBERT HENRY, Swindon, Wilts, Builder April 10 at 3 Off Rec, 26, Regent circus, Swindon
SHAW, HENRY, Nottingham, Draper April 12 at 12 Off Rec, 4, Castle pl, Park st, Nottingham
TOWER, HERBERT, Bath, Lessee and Manager April 12 at 12 Off Rec, Baldwin st, Bristol
TUBBY, EDWARD, Higham, nr Padiham, Lancs, Labourer April 11 at 11 Off Rec, 14, Chapel st, Preston
TURNER, THOMAS, Balham April 10 at 11.30 24, Railway app, London Bridge
VAUGHAN, WILLIAM HENRY, Monmouth, Butcher's Manager April 12 at 12 Off Rec, Westgate chmbrs, Newport, Mon
WAKEFIELD, ALBERT, Barnes, Storekeeper April 11 at 11.30 24, Railway app, London Bridge
WEBB, GEORGE JOHN, Lozells, Birmingham, Manufacturer of Electro Plate April 12 at 11 174, Corporation st, Birmingham
WILKINS, ARTHUR FRANCIS, Frome, Somerset, Licensed Victualler April 12 at 12 15 Off Rec, Baldwin st, Bristol
WILSON, FRANK EDWARD, Eastcheap, Traveller April 17 at 12 Bankruptcy bldgs, Carey st
WOOD, JOHN FRANCIS, Birmingham, Tin Plate Worker April 11 at 11 174, Corporation st, Birmingham
WOODCOCK, WILLIAM, Leeds, Grocer April 11 at 11.30 Off Rec, 22, Park row, Leeds

ADJUDICATIONS.

ALDER, ARTHUR ERNEST, Grampound, Cornwall, Grocer Truro Pet March 30 Ord March 30
AUCKLAND, CHARLES ROBERT, Lichfield, Cycle Manufacturer Walsall Pet March 4 Ord March 30
BARKER, FARINA ARTHUR, Balham, Dealer in Fancy Goods High Court Pet March 2 Ord March 28
BEDERBOOK, WILLIAM HENRY, Clapham, late Schoolmaster Wandsworth Pet March 30 Ord March 30
BENNETT, GEOFFREY FREDERICK PILKINGTON, East Barton, Suffolk, Farmer Bury St Edmunds Pet March 11 Ord March 28
BENNETT, JAMES WILLIAM, Leicester, Grocer Leicester Pet March 29 Ord March 29
BERTSCHINGER, ELIZABETH HESTER, Newman st, Oxford st, Outfitter High Court Pet Feb 22 Ord March 28
BETTS, FREDERICK, Ipswich, Confectioner Ipswich Pet March 28 Ord March 28
CAMERON, JAMES ALLEN CALDER, Wandsworth, Coal Merchant High Court Pet Nov 26 Ord March 28
CLARK, JOHN, Colne, Lancs, Factory Operative Burnley Pet Feb 26 Ord March 28
DAVIES, JOHN, Torquay, Chemist Exeter Pet March 29 Ord March 29
ELLIOTT, JOSEPH JACKSON, Liverpool, Meat Salesman Liverpool Pet March 9 Ord March 28
EVANS, JOHN, Aberaman, Aberdare, Grocer Aberdare Pet March 28 Ord March 28
EVANS, WILLIAM REDFERN, Rhos on Sea, Denbighs, Builder Bangor Pet March 7 Ord March 29
FUSSEY, ARTHUR, Middlesborough, Ironmonger Middlesborough Pet Dec 18 Ord March 26
GRAY, JAMES, Bradford, Builder York Pet March 2 Ord March 28
GUILFORD, WILLIAM ARTHUR, Leicester, Farmer Leicester Pet March 30 Ord March 30
HAMSON, GEORGE, Bristol, Flour Merchant Bristol Pet Feb 5 Ord March 30
HERZOG, CONRAD, Walbrook, Engineer High Court Pet Feb 16 Ord March 28
HOEY, CLEMENT JAMES, Chelsea, Musical Agent High Court Pet March 29 Ord March 30
HOWARD, GEORGE HENRY, Newark, Notts, Draper Nottingham Pet March 30 Ord March 30
HUGH, WILLIAM, Veryan, Cornwall, Builder Truro Pet March 30 Ord March 30
HYDE, ROBERT BOYLE, and THOMAS NASH, Philpot in, Drug Merchants High Court Pet March 18 Ord March 29
KIDD, ABRAHAM, Manchester Manchester Pet March 25 Ord March 29
MCCANN, DANIEL, Kingston upon Hull, Hatter Kingston upon Hull Pet March 29 Ord March 29
MESSENGER, JAMES HENRY, Hampstead, Builder High Court Pet March 22 Ord March 28
NICHOLAS, WILLIAM, Bridgend, Haulier Cardiff Pet March 27 Ord March 27
PAYNE, JOHN WYNN, Kingswinford, Staffs, Grocer Stourbridge Pet March 16 Ord March 30
PHILLIPS, PHILLIP, Llanfyrnach, Pembrokes, Farmer Carmarthen Pet March 28 Ord March 28
PORTBRIDGE, HARRY, Clapham Wandsworth Pet March 29 Ord March 29
PRINCE, HENRY, Chancery ln, Solicitor High Court Pet Jan 24 Ord March 30
RAMSDEN, ALBERT, Leeds, Boot Maker Leeds Pet March 29 Ord March 29
ROBERTS, FREDERICK GEORGE, Ludgate hill, Dentist High Court Pet Feb 12 Ord March 29
ROBERTS, JOHN, Llanwnda, Carnarvons, Stonemason Bangor Pet March 29 Ord March 29
ROBERTS, JOHN, Stretford, nr Manchester, Railway Contractor Salford Pet March 27 Ord March 29
RUTTLE, EDWARD WATKINS, Didsbury, Stationery Agent Manchester Pet March 21 Ord March 26
SCHMORL, CARL FRANZ THEODOR, and ERNEST HARROD, Weston st, Bermondsey, Hide Merchants High Court Pet March 4 Ord March 29
SHILKOFF, ISAAC, Hanley, Cabinet Manufacturer Hanley Pet Feb 18 Ord March 29
SHORT, WILLIAM HENRY, Parham, Suffolk, Farmer Ipswich Pet March 29 Ord March 29
STANGBYE, JOHAN HOLMBOE, Falmouth, Outfitter Truro Pet March 30 Ord March 30
STOKES, FREDERICK, Worksop, Auctioneer Sheffield Pet March 30 Ord March 30
TURNER, THOMAS, Balham Wandsworth Pet March 2 Ord March 28
WADEY, JANE, Billingshurst, Sussex Brighton Pet March 13 Ord March 29
WARD, SARAH JANE, Blackburn, Draper Blackburn Pet Feb 13 Ord March 28
WELLER, CHARLES, Reading, Furniture Dealer Reading Pet March 27 Ord March 27
WILSON, FRANK EDWARD, Eastcheap, Traveller High Court Pet March 19 Ord March 28
WINDSOR, JOHN, Porth, Glam, Dairyman Pontypridd Pet March 28 Ord March 28
WINNALL, THOMAS, Wolverhampton, Painter Wolverhampton Pet March 30 Ord March 30
WOOD, JOHN FRANCIS, Birmingham, Tin plate Worker Birmingham Pet March 20 Ord March 29

ADJUDICATION ANNULLED.

PARTINGTON, JOHN, Horwich, Lancs, Mineral Water Manufacturer Bolton Adjud Jan 7, 1899 Annul March 20, 1901

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